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## The Solicitors' Journal.

LONDON, APRIL 18, 1868.

A CONTEMPORARY prints the following:—"Rumoured resignation of Vice-Chancellor Stuart. It is confidently stated this morning, amongst his intimate friends, that Vice-Chancellor Sir John Stuart has resolved on resigning his seat on the bench at the close of Trinity term." We are authorised to state that there is no foundation for this assertion.

VICE-CHANCELLOR MALINS yesterday, in a case in which a learned counsel complained that he had not been heard, said he knew that, in taking the course he did, he was laying himself open to the observation, "Oh! the Vice-Chancellor will not hear you." Whenever there was substance in a case he was ready to listen patiently, but where he was persuaded there was no substance, he conceived it to be his duty to endeavour to economise the public time. Had the Vice-Chancellor been in the Lords Justices' court on Thursday he would have heard a leading Queen's Counsel make the very complaint to which his Honour referred.

WE ARE enabled to state that an appeal has been actually lodged by the promoter against the judgment of Sir Robert Phillimore in the case of *Martin v. Mackonochie*. The promoter, or rather the Church Association which he represents, is not satisfied with the decision of the Dean of Arches on the question of lighted candles on the communion table, and it is to this point principally that the appeal is directed. We presume that the defendant, as he is thus made the subject of a renewed attack, will in his turn appeal on the points ruled against him in the court below, viz., the legality of elevating the consecrated elements, using incense, and mixing the chalice during the celebration of the communion. The *Weekly Reporter* of to-day contains the conclusion of the report of *Martin v. Mackonochie*.

THERE SEEMS NO END, just at present, to ecclesiastical cases. In addition to the St. Alban's case, there are two which will soon occupy the attention of the Privy Council and Court of Queen's Bench respectively. In the first of these, the Bishop of Capetown appeals against a judgment of the Supreme Court at Natal, vesting the land on which the cathedral church of the see of Natal is erected in Dr. Colenso as Bishop of Natal. The colonial court was not unanimous, Mr. Justice Connor dissenting from the rest of his brethren, and delivering a most elaborate judgment in favour of the Bishop of Capetown. The case will raise once again the question of the status of the Church of England in our colonies. The second case refers to Mr. Bennett, the well-known Vicar of Frome. It seems that he is the writer of an essay in the "Church and the World," second series, which, according to the allegations of one of his parishioners, contains heretical doctrines on the subject of the Real Presence. The book was published in the diocese of London, and accordingly the aggrieved parishioner applied to the Bishop of London to issue a

commission under the Church Discipline Act (3 & 4 Vict. c. 86), to inquire into the matter. The bishop declined to exercise discretion vested in him by the statute "without legal compulsion," on the ground that Mr. Bennett is not a beneficed clergyman within his diocese. Upon this, an application was made yesterday to the Court of Queen's Bench for a *mandamus* to compel the bishop to hear and consider the charges against Mr. Bennett, with a view of determining whether he would or would not issue a commission of inquiry against him. The Court granted a rule *nisi* in order that the question may be thoroughly discussed. The bishop, not unnaturally, is unwilling to move against a clergyman not under his immediate jurisdiction. The applicant for the *mandamus*, however, insists that the bishop must move, in any case brought to his notice of the publication, within his diocese, of heresy by a clergyman, although that clergyman's benefice is elsewhere.

THE CASE of *McAndrew v. Saunders*, recently tried at Kingston, has been much commented upon by our non-legal contemporaries, and although in some respects it was rather a remarkable one, it scarcely deserves the prominence given to it. So far from settling the law of marine insurance, as it has been said to do, it absolutely settles nothing, but does to some extent throw doubt upon what has been considered to be settled law for twenty years.

One circumstance that has provoked some discussion is the fact of the case having been taken for trial in Surrey. No doubt this originated from a remark made by the Lord Chief Justice as to the propriety of this course, but it must be remembered that, although then able to sit in court, he was by no means recovered from a severe indisposition which had entirely incapacitated him. Under these circumstances it is not unnatural to find reasons put forward for not trying the cause, which under other circumstances might have been acknowledged to have been of no force. As the law stands at present a distinction is made between local and transitory actions. In the great majority of actions which are not local, and of which the present was one, a plaintiff has a right to lay his venue and try his cause where he finds it most convenient, subject, of course to a discretionary power in a judge to change the venue at the instance of the other party. As long as this remains the law it is absurd to call it an abuse that London causes should be tried in Surrey. As regards the hardship upon the jurymen, we will venture to assert that there was not a gentleman upon the special jury panel, who had taken up his residence in the county or acquired his qualification to serve as a jurymen for Surrey, who had done so in the belief or expectation that he would only be called upon to try causes arising in the county. And, of course, if gentlemen avail themselves of the advantage of a residence in the immediate neighbourhood of the metropolis, they must put up with the occasional disadvantages which they well know attach to it. It is quite a mistake to suppose the special jurors in Surrey are country squires; they are almost entirely composed of gentlemen engaged in business in London and residing in the suburban districts, and quite as well qualified to try a mercantile case as the jurors in London. The real hardship upon jurors is, not the trial of causes in unsuitable places, but the unfair rotation of duty, and the fact that one fair performance of a public duty is no security whatever against being called upon again until others equally qualified and equally liable have been called upon too. This is a real grievance, but one easy of remedy, and which we hope soon to see remedied. As regards the present case, it is difficult to see what better course the parties could have taken for trying their cause than that they did. They carefully entered it last in the list so that it could not block up the way and interfere with other business, and they knew well that there would be at least a clear

week after the conclusion of the other business and before Easter. Of course, this necessarily would interfere with some persons' holidays, but all heavy matters of business must either interfere with other business or with leisure time, and parties would scarcely expect to be told they were wrong in so arranging matters that the latter should be the effect. That the course taken was a good one is proved by the fact that notwithstanding the unexpected obstacle of the Chief Justices' illness, the cause was actually tried out, a result which in the present day it requires no ordinary skill as well as determination to effect. Possibly, however, the plaintiff may not think his case was looked upon so favourably as it might have been if it had not proved so troublesome.

With regard to the points of insurance law involved in the case also there has been much misconception. The principal point as to the effect of an over-valuation in a valued policy was definitely decided by the House of Lords in the case of *Irring v. Manning*, in 1848, a case almost identical in its circumstances with the present. Lord Campbell then expressed his satisfaction that a question which had agitated Westminster Hall for many years was for ever set at rest. It seems that he was mistaken in this, but although the point has been again mooted, the decision in that case has not been, and is not very likely to be, shaken. It may be taken as settled law that the valuation in the policy is not to be taken into consideration in the calculation whether there has been a total loss or not; but merely settles the amount to be paid for a total loss. For this latter purpose it cannot be reopened unless in a case of fraud. Some blame appears to have been thrown upon the underwriters in the present case for withdrawing a plea which their counsel had assented to plead at the suggestion of the Chief Justice. Probably there is some misapprehension as to the real reason why this was done. We have not much doubt that upon consideration the counsel advised that the plea would undoubtedly be held to be bad, unless it amounted to a charge of, at all events, constructive fraud. We apprehend that the law is likely to remain as we believe it now to be, viz., that a *bonâ fide* valuation, however excessive, cannot be reopened. Of course it will not be *bonâ fide*, either in the case when it is meant to defraud the underwriter, or where it is a mere sham, to cover a mere wagering contract, by a pretence of overvaluing an infinitesimally small interest. With regard to the frightful dangers which it is said this state of the law may give rise to, we think the obvious interest of the underwriters to detect and resist fraud, and to set up, if possible, the plea of unseaworthiness, is a sufficient protection to the public. In conclusion, we may remark that although the finding of the jury adversely to the plaintiff upon the figures, has disposed of all the points raised, by preventing their becoming material, and although of course the plaintiff having obtained a substantial verdict is not likely, even if he had any chance of doing so, to endeavour to set it aside, yet it is possible that we have not yet heard the last of the insurance on the *Smyrna*. The plaintiff is not bound by the present verdict as the underwriters probably are, but may try an action against another underwriter if he has sufficient confidence in his case.

WE CALLED ATTENTION some time ago to the inconvenience arising from the diversity of opinion among the county court judges upon points of law which happen to be of frequent recurrence. Where the point is such as arises most commonly in cases of such small value that there can be no appeal, the inconvenience is increased, because there is no prospect of the point being settled by a decision of a superior court. With so many judges of co-ordinate jurisdiction, there must inevitably be a divergence of opinion; but it is undeniably inconvenient that one law should be administered in one district and quite a different one in the next. A case illustrative of this recently came before the Lambeth County

Court. The plaintiff, a domestic servant, had been in the service of the learned judge of the Wandsworth court, who resides in the Wandsworth district. A dispute arose about wages, and the girl sued her master in the adjoining district of Lambeth, under 19 & 20 Vict. c. 108, s. 19, which provides that "any person proposing to sue a judge may bring his action in any county court of a district adjoining the district of which the defendant is judge."

The plaintiff at the hearing stated that she went into the service of the defendant on the usual terms of a month's wages to be forfeited or a month's notice to be given, on either side. At the expiration of a fortnight she gave a fortnight's notice to leave, and when the month had expired she did leave, and was refused her month's wages. She had always understood that the first month was a trial month, during which either party could put an end to the engagement. The defendant said the girl's statement was true as far as it went, but her omissions constituted the important portions of the case. When she had been in the service a fortnight and gave notice, defendant sent for her, and remonstrated with her, telling her that she was acting illegally, and that she was bound to give a month's notice instead of the fortnight's notice she had given. She then agreed to stay a month from that time, and yet left a fortnight after. She was thus doubly wrong. She was bound by the original agreement to give a month's notice from any time, but if that agreement was not binding, which defendant submitted it was, she was at least bound by her second agreement, and therefore ought to have stopped in her place a fortnight longer than she did.

Mr. Haynes, of Wandsworth, assisted the defendant, and a lengthy argument ensued, the two judges taking exactly opposite views. Mr. Pitt Taylor, in giving his decision, said that during the first year or two of his sittings in that court he should have given judgment in this case with far less confidence than he now felt. When cases of this kind came before him in his earlier days he was somewhat perplexed as to the law. There was no statute on the subject, neither were there any decisions of the superior courts to guide him. He had therefore carefully inquired what the general practice was, and he found that the rule was on the part of both masters and servants to consider the first month a test of the suitability of the parties to each other, and either of them might terminate the engagement during that time. Mr. Haynes called attention to the second agreement, but Mr. Taylor said that was void on the ground of undue influence having been exercised over the girl to induce her to make it. She knew that the defendant was a person in authority engaged almost daily in administering the law, and she, therefore, seemed to think that she was bound to do what he told her was lawful. She afterwards was better advised, and fell back upon her original agreement and the custom, which, taken together, entitled her to do exactly what she had done, and the judgment must be in her favour. The defendant said, of course, he should obey the order, but he was distinctly at variance with Mr. Taylor on the point. He had always decided these cases when they came before him on the theory which had guided him in his defence to this action, namely, that a servant was bound to give a month's notice irrespective of whether that notice was given in the first or any subsequent month. He should continue to act on that theory until set right by superior authority.

The question in this case was, as the judge of the Lambeth County Court regarded it, one of fact, i. e., whether or no a "trial month" is or is not the custom.

If it be necessary for us to express an opinion, where county court judges disagree, as to the existence or non-existence of this custom, we should prefer to hold with Mr. Pitt Taylor, that the custom does exist. A "trial month" is certainly a very common arrangement, and we cannot find fault with Mr. Pitt Taylor for holding that, nothing being said on the point, that arrangement, as a custom, "went without saying." Here, however, is

a divergence of judicial opinion which is of serious importance to the mistresses and housemaids of Lambeth, Wandsworth, and the places in those districts. For the future, all parties had better come to a distinct understanding upon the question involved in this case, before they arrange their agreement; but failing this, if the question should arise again, the servant will succeed or fail, according as she can lay her venue in the district of Mr. Pitt Taylor, of Circuit No. 47, or Mr. Stonor, of Circuit No. 45.

These gentlemen differ honestly and conscientiously upon this point, but it would certainly be well for the public if one of them could convince the other, so that the suitor's question might be—what is the law? instead of—who is the judge?

WE HAVE OBTAINED STATISTICS of the business done in Lancashire during the last circuit.

At Lancaster there were 17 causes put down for trial. This is a greater amount of business than has been known there for years, and very little of it was actually disposed of. Not more than five or six cases were tried. Of the rest, some were made remanets, and some were allowed to be transferred to Liverpool.

At Manchester the number of causes—52—was slightly below the average; but the cases were of an important kind, and were mostly either tried out or referred. In short, the list was not what is known as a "rotten" one.

At Liverpool there was a list of 101 causes. The time of assizes was far too short to admit of their being properly tried. Many were settled or referred which certainly ought to have gone to trial.

The county courts have, it is said, greatly increased their business, and at the Passage Court, which sat immediately after the Assizes, there was a list of 79 cases.

It may be worth noticing that numerous applications were made to the judge of the Court of Passage to certify for costs under 30 & 31 Vict. c. 142, s. 29, but he granted a certificate in one or two cases only, in which the circumstances were peculiar. The effect of this will probably be to lessen the business in the Court of Passage, and to increase the business of the Liverpool county courts.

The statistics of the last circuit seem to prove that the recent County Court Act has not yet produced any great effect on the amount of business at assizes. Its effects, however, will probably become apparent at the Summer Circuit.

AN INTERESTING Parliamentary paper has recently been issued on the motion of Mr. Hubbard, containing a return of all appeals in cases of doctrine or discipline made to the High Court of Delegates from its establishment under the 25 Hen. 8, c. 19, until its abolition by the 2 & 3 Will. 4, c. 92. The composition of the tribunal throws much light on the gradual change which three centuries have effected in the status of the clerical order in this country. Down to the close of the reign of Elizabeth the Court consisted, except in one case, entirely of bishops and civilians, who, it should be observed, were considered to possess a quasi-ecclesiastical character. From thence to the year 1641, in two instances, the commission was addressed to bishops only; in four, common law judges were associated with the clerical members, whether bishops or civilians. No doctrinal case prior to the Restoration has been discovered. This fact, though strange at first sight, is easily accounted for if we remember that the permanent Court of High Commission was not abolished until 1641, when, along with the Star Chamber, it fell before the reforming zeal of the Long Parliament. As long as it existed it asserted jurisdiction over all matters of doctrine, and the office of the delegates was rather to deal with matters of discipline or with questions, such as "recusancy," &c., in which laymen were the offenders.

But it is also remarkable how few were the purely doctrinal cases brought before the delegates, even after the fall of the Court of High Commission. From the Restoration downwards they appear to be only seven in number. Of late they have been far more frequent, and seem likely in future to be more frequent still. In the first five of the seven cases bishops were associated with civilians and laymen. In the two latest, which occurred respectively in the years 1759 and 1775, no ecclesiastics were summoned. The court consisted entirely of judges and civilians. Thus all clerical elements in the Supreme Court of Appeal on matters spiritual totally disappeared. At present, in cases which come before the judicial committee of the Privy Council under the Church Discipline Act, all prelates who are privy councillors are summoned in accordance with the statute; and acting by analogy, the Crown usually summons one or more clerical members when any question affecting doctrine comes before the committee, although it may not actually arise under the Church Discipline Act. The course of modern legislation, therefore, has been more favourable to the clerical order than the practice of the last century. The recognition which has been extended to the right of prelates to sit in judgment on matters of doctrine is, however, of a very limited character. The Supreme Court of Appeal remains substantially a lay tribunal.

IN A LETTER addressed by Mr. Roberts, of Manchester, to the Home Secretary, he pleads for funds to defend Ann Justice, one of the prisoners charged with being mixed up with the Clerkenwell explosion, on the ground of her extreme poverty. He seems to object to the humane practice adopted by the judges of assigning to a prisoner unable to pay for legal assistance some counsel who watches the case for nothing. "The end of such defences," he says, "where all the gain is the honour of being assigned by the judge at the request of the prisoner, is usually a flashy speech after an indiscreet cross-examination." Now, although, as Mr. Stephen points out in his able work on Criminal Law, there is a good deal to be said in favour of paying for the defence of criminals too poor to pay for themselves, we venture to say that the present system of assigning counsel who give their services for nothing does not work unsatisfactorily. It is very seldom that a judge selects an inexperienced or inefficient person as advocate. The common notion, to which the *Pall Mall Gazette* lent its authority on Wednesday last, that the junior in court when the trial is about to commence, is selected for the task, is wholly unfounded. We venture to say that such a course is never adopted. The usual plan is to ask the prisoner, when he is arraigned, whether he is defended, and if not whether he wishes to be. If he answers in the affirmative the judge requests some gentleman of known experience and ability to undertake the case, and to the honour of the Bar, be it said, his request is never refused except under very exceptional circumstances. Then, again, the trial of a capital case seldom takes place on the same day as that on which the prisoner is arraigned. The counsel, therefore, who has been assigned has at least a night, and often much longer, to study the depositions, which are lent to him for the purpose by the clerk of assize, and generally speaking he comes into court prepared to do ample justice to the prisoner. Of course it is an advantage to have an attorney as well as a counsel, but as justice is now administered the hardship of which Mr. Roberts complains is not very substantial. Scarcely a circuit passes without some well-skilled barrister being called on to discharge the humane but disagreeable duty of defending a prisoner charged with a capital offence. It is often a thankless task, but it is generally performed with the same ability and skill as if the advocate had been retained with a heavy fee. It cannot be too widely made known that the idea so commonly entertained of the depositions being tossed down to the junior in court



when the case comes on, for him to do his best with them is absolutely without foundation. A *prosecution*, it is true, when no counsel has been retained, is always given to the junior to manage, and we suspect this circumstance has given rise to the erroneous impression to which we have referred. But what is a proper and convenient course in the case of a simple prosecution would be most improper in the case of a defence, and were it actually pursued, would reflect discredit on the proverbially fair administration of justice in this country.

AN IMPORTANT conference of railway shareholders has been held this week at Manchester, under the auspices of the Railway Shareholders Association, the object being to effect improvements in railway administration and legislation. We think that the mere fact of such a conference having been held is a welcome sign of the times, as indicating that shareholders are at last becoming more on the alert. Complicated and repulsive as the accounts of railway companies must necessarily be, it is impossible that the shareholders can keep a watchful eye over everything; but absolute supineness is a far different thing, and if shareholders in past times had paid a little more attention to their own affairs, many of the gross and unjustifiable things perpetrated by directors would hardly have been ventured on.

The following resolutions were carried at this meeting:—

1. That it is the opinion of this meeting, that with a view to the concentration and definition of responsibility, each board of directors should be a small and well-paid executive, known to the proprietors; the remaining members being a board of supervision and control.
2. That it is desirable that the management and control of capital outlay and revenue expenditure be separate, and intrusted to two distinct bodies.
3. That in the expenditure of money for the purpose of improving the property of the corporation, only such expenditure as may increase the value above the original cost should in any case be charged to capital, and then only when such expenditure will increase proportionately the net receipts of the corporation.
4. That no expenditure on capital account be sanctioned unless specially voted and adopted at a general meeting, and that any money voted at a previous meeting and not expended be subject to a renewed vote or be cancelled.
5. That it is desirable that proprietors in special meeting, at which one-half at least of the capital conferring the right to vote is represented, should be enabled by the votes of three-fifths of the proprietors present, personally or by proxy, to remove from office the entire board of directors or any of its members, and to elect other directors in their place.
6. That it is desirable that due inquiry should be made by Parliamentary committees into the financial abilities of promoters of new railway schemes to give effect to the powers granted to them by Parliament, and also as to the reproductive nature of the outlay.
7. That it is desirable, as nearly as may be possible, to establish uniformity of railway accounts and to assimilate the operation of audit.
8. That considering there still exists an amount of authorized but unraised capital exceeding £100,000,000, a great proportion of which is required for competitive or unremunerative lines, it is desirable to strengthen the hands of boards of directors wishing to obtain powers to abandon the construction of such lines.
9. That it is desirable that an improved system of taking the votes of absent shareholders should be effected, and that every railway company should during the month of December in each year print for sale, at a price not exceeding 2s. 6d. per copy, a list of all the shareholders of the company who were on the register on the first day of that month, distinguishing such as are entitled to vote and such as are entitled to be nominated as directors, and that the accounts and reports containing the statement and estimate of any contemplated expenditure of capital be issued to the proprietors fourteen days before the half-yearly meeting.
10. That Parliamentary effect be sought for the foregoing resolutions.

## THE LAW OF EXPATRIATION.

### No. I.

Mr. Forster lately called the attention of the House of Commons "to the effect of the law regulating the allegiance of subjects of the Queen who have emigrated to foreign countries, and especially to the United States of America."

The *Saturday Review*, for once oblivious of its mission as a universal and hostile censor, praises the "discretion, good sense, and moderation" of the speakers on both sides of the House. To our mind, however, the debate on this important topic appeared somewhat *jejune* and disappointing, though we must do Sir Roundell Palmer the justice to say that his observations were both acute and original. The debate threw little light on the really important part of the subject—the nature and extent of the change which is both desirable and practicable. We are, however, glad to see that an authoritative speaker like Sir Roundell Palmer has at last called attention to the fact that it is by no means so obvious as the general opinion would seem to imply, that we Englishmen are solitary in our idea of the imperishable quality of natural allegiance. It has been too much assumed throughout the discussion on the subject that such is the case, and the tone adopted on this point by Sir Roundell Palmer is additionally satisfactory to ourselves, as in a former article on the doctrine of allegiance we took occasion to point out that, whatever might be the international doctrine, it was far from evident that the municipal codes of the principal nations, both ancient and modern, distinguished for a philosophical legal spirit, were opposed to us on the general principle of the inalienability of the duties of a citizen.

We did not contend then, and we do not contend now, that our doctrine is sanctioned by authoritative publicity; but it is not necessary that we should go this length to entitle us to have said with Sir Roundell Palmer, "There was not such a great difference between the laws of foreign nations and that of England upon the question of expatriation. It was true that the laws of some foreign countries declared that the quality of citizenship should be taken away from those who did certain acts, but this he understood to mean that by doing certain acts such persons should forfeit, not the burdens but the privileges of citizenship."

This is precisely the position which we took up in our former article, when pointing out the distinction between subjection and citizenship. "Historicus" has challenged an answer to his assertion that the English are alone on this point among nations; let us hope that he is at length gratified by having met with so respectable an adversary as the late Attorney-General.

We do not so fully agree with Sir Roundell Palmer in his criticism of the purport of the Acts of the 4th of George II. and the 13th of George III. He says, "Great Britain was not supposed by these Acts to be imposing burdens upon the subjects of China or other countries. This country might confer privileges upon the subjects of those countries, but she could not impose burdens upon them without their consent." In thus speaking, Sir Roundell Palmer seems to us to have been both right and wrong. What we mean is this: according to the received international doctrine, this country *ought* not to pass municipal laws binding the subjects of foreign sovereigns in derogation of the rights of those sovereigns. The Acts, therefore, *do* not mean to do this, for they *ought* not.

So far we go with the learned speaker, but the question is after all a practical one, What did the Legislature intend? not what ought it to have intended. Now, some light may be thrown on the question whether our Legislature is so squeamish as to hesitate from passing a law simply because it may interfere with the sovereign rights of another independent political community, by remembering, here the nature of the very maxim of our



law which forms the basis of the whole of this debate *nemo potest exuere patriam suam*. Without going the length of saying with "Historicus" that the almost universal consent of mankind from the days of Cicero to those of Napoleon has been contrary to this maxim, and that the Chinese and the English are the only nations who hold it—it is not too much to say that the maxim is condemned by existing international law, and is a maxim which ought not to form a part of the municipal law of any country not subsisting under critical and exceptional circumstances.

But as a fact the maxim is acknowledged on all hands to form part of the municipal law of England. And the legislature which permits its existence continues and sanctions that existence *de die in diem*. As is said by Hobbes, and insisted on by Austin, "the legislator is he, not by whose authority the law was first made, but by whose authority it continues to be a law." Sir Roundell Palmer speaks of the view opposed to his own as "extravagant and absurd." That there is an extravagance and absurdity somewhere we freely admit, but why may it not be in the Acts themselves as well as in the construction of them. Are our statutes so invariably well conceived and drawn that an interpretation which gives an extravagant result must necessarily be wrong, or has the insular patriotism of our legislators been here tempered with an exceptionally nice cosmopolitan philosophy? Our Legislature, indeed, in this very matter has done some strange things—it has adopted that part of the French code which makes the foreign wife of an Englishman an Englishwoman by the fact of marriage, but it has declined in its wisdom to incorporate the corresponding article of the French code which makes the English wife of a foreigner, foreign. One word more before we dismiss the learned gentleman's interpretation of these Acts. In addition to his argument from principle Sir Roundell Palmer adds one drawn from the fact that a second Act was thought necessary to continue the privileges conferred on the foreign-born children of Englishmen to the children of such foreign-born children. If the view hostile to his own be true he says "It would have been unnecessary to pass the second Act, as it would naturally have followed from the provisions of the first Act, that the foreign born grandchildren of the British-born subjects would have been equally subject to those burdens and privileges with their foreign-born fathers." We are not quite certain that we understand the learned gentleman. Does Sir Roundell Palmer mean to say that if this Act had imposed burdens as well as conferred privileges, such burdens and privileges would both have been hereditary, but that if privileges alone were conferred they would not be hereditary unless expressly made so? Why, we ask? If there be a reason concealed under this, it has most certainly escaped us. Are the burdens and privileges together hereditary only when conferred by statute, and not when the result of the common law?

At common law a native-born subject has both the burdens and the privileges by statute that are (let us suppose) given to his foreign-born son. Why are they not heritable to alien-born children in the first case, and yet are so in the other. What Sir Roundell Palmer probably meant is this:—if the first Act made the alien son of a subject a natural born subject to all intents and purposes, then it made him so to the intent and purpose that his son too should stand in the position of the alien son of a subject. The Act, therefore, would also apply to the grandchild, and make him also natural-born to all intents and so on, *ad infinitum*. This is a very special pleading argument at the best, but it is something worse than technical, for the reasoning is equally applicable if privileges only be intended as if both burdens and privileges be included, for it is surely a privilege that one's son should have the benefit of the Act for his son as well as for himself.

But the reader must not infer that we hold a view hostile to that maintained by Sir Roundell Palmer, we would

rather be understood as agreeing with him in his conclusion, but on the general ground that the *onus* of proof lies on those who advance a position which involves the assumption that the Legislature of this country has willfully and needlessly violated the sovereign rights of other states. We put it less strongly than he does. We do not think the argument amounts to an absolute *reductio ad absurdum*.

We shall here close our remarks on this debate for the present, but we purpose to return to the subject and to discuss the complex notions of citizenship and subjection, considering what changes in the law of expatriation it would be desirable and practicable to introduce; what effect those changes would have, more particularly in consequence of the laws which govern the tenure of real property, and how those effects may best be modified or altogether avoided so far as their modification or avoidance is desirable.

## CRIMINAL LAW.

### No. IV.

We have already pointed out that an intention in the sense before explained is usually necessary to constitute a crime, though not necessary to constitute a civil injury, and this distinction is the logical result of the difference in the immediate object of the two branches of law. As the object of criminal law is to deter only, it is obvious that the punishment of a person for doing that which he did not propose to do cannot tend to produce the result aimed at, viz., the observance of the law. But in civil law, where the proximate object is compensation, the intention is not necessarily of any consequence. When damage has been inflicted, even unintentionally, it is not unreasonable that the person who caused should compensate the person who has suffered the damage. Of the two persons concerned the loss seems more justly to fall upon the former than upon the latter. This principle is also carried out in those actions in which vindictive damages may be given. In such cases the intention of the defendant in doing the act which forms the ground of the proceedings may be most material for precisely the same reason that intention is necessary to constitute a crime. The object of giving vindictive damages being to deter more effectually than is possible by merely giving compensation.

As an act is hardly ever criminal unless combined with a criminal intent, in the same way an intent with perhaps one exception is never criminal unless combined with an act. "So long as an act rests in bare intention, it is not punishable by our law, but immediately, when an act is done, the law judges not only of the act done, but of the intent with which it was done, and if it was coupled with an unlawful and malicious intent, although the act itself would otherwise have been innocent, the intent being criminal, the act becomes criminal and punishable." The crime of treason in compassing or imagining the death of the King or Queen is an exception to the rule that mere intent is not criminal. This kind of treason consists in the intention to accomplish the purpose, but still it is an intention which is to be proved by some overt act. There must, therefore, usually be a combination of an act and an intent in order to constitute a crime, and this intent must exist at the time that the act is done. If an act is done which does not amount to a crime for want of a criminal intent, no subsequent change in the mind of the person who has committed the act can *per se* render him liable to criminal proceedings. Although no one can be punished for mere intention with the one exception in the case of treason, yet a person may sometimes be indicted for an act done in furtherance of such intention, although the offence contemplated has not been actually completed. That is, in other words, an attempt to commit a crime may frequently be in itself criminal, though no act may have been done which apart from such intent, would have been either criminal

or actionable. Indeed, it is sometimes laid down that every attempt to commit a crime, whether treason felony or misdemeanour, is itself a crime. An attempt is when a person has the intention of committing a crime, and does some act in order to carry out such design. The attempt must, of course, always consist of some overt act. For instance an attempt to commit the crime of circulating false money is itself a crime. The mere possession, however, of counterfeit coin, with intent to utter it as good, has been held to be no crime, for there is no act done, but only an intention to do a criminal act, the mere possession of a thing not being an act. Procuring base coin with intent to pass it as good is, however, a misdemeanour, as an attempt to circulate false coin, because there is an act done in prosecution of the intention to commit the crime of uttering base coin. The crime of conspiring may be cited as an instance of an attempt to do an act being itself criminal. "If two or more agree to do an illegal thing, that is to effect something that is in itself unlawful, or to effect by unlawful means that which in itself may be indifferent, or even lawful, there is a crime committed, and the persons so agreeing may be punished, though they have done no act in furtherance of such agreement"—the agreement being in itself an act [done towards the commission of an offence. It is now provided by statute that on any criminal trial if it appears that the accused did not complete the offence charged, but that he was guilty only of an attempt to commit the same, the jury are at liberty to find him guilty of such attempt, and he is liable to be punished in the same manner as if he had been convicted upon an indictment for attempting to commit the particular crime charged in the indictment. Although an attempt to commit a crime may itself be criminal, it is not all acts done towards committing a crime that are so. For instance, "if a man intends to commit a murder, and is seen to walk towards the place of the contemplated scene, that would not be enough."

It is, perhaps, impossible to lay down any clear and definite rule as to what is and what is not such an act done in furtherance of a criminal intent as will constitute a crime. It is clear, however, that "acts remotely leading towards the commission of the offence are not to be considered as attempts to commit it, but acts immediately connected with it are." It must be some act "directly approximating to the commission of the offence."

In all cases when criminal acts are done it is not necessary that the offender should do the act with his own hand. He may be liable if he causes or procures the doing of the act, as "it can of course make no difference whether the offender do it directly with his own hand or indirectly by mechanical means, or whether he effect it by proximate or remote means, or whether he be present or absent at the time when any hurtful effect or consequence results." We may observe, in conclusion, that the rules of morality as such form no part of the criminal law. In many cases no doubt law and morality coincide, as in the case of murder, which is condemned by universal consent as contrary to the rules of morality, and is also punishable by the law. But this agreement does not always exist. A neglect of the virtues of chastity and sobriety is condemned by the usually received rules of morality, but such neglect is not punishable by law. This, of course, does not prove any conflict between law and morality, but merely that the law does not take cognisance of all that morality holds to be wrong. There may, however, be a direct conflict between law and morality, as is the case when a law exists which is considered by moralists generally to be unjust; as for instance the law which existed in England until about forty years ago, that peers (in consequence of their right to claim the benefit of clergy) had an immunity from punishment for some crimes for which commoners were liable to be punished. The mere fact, therefore, that any particular act is usually or even universally considered as immoral does not prove it to be criminal or even wrongful in the

eye of the law; nor, on the other hand, are acts necessarily legal, because they are considered by moralists as virtuous. Reference to the rules of established law alone, as before pointed out, can decide what is, or what is not, a crime. Lastly, we may notice that of course no act or omission pursuant to a legal duty, as the arrest of a criminal, or the execution of judgment, and no act pursuant to a legal right, as self-defence, is a crime.

### THE SUICIDE CLAUSE IN LIFE POLICIES.

[COMMUNICATED.]

Public companies often complain that they are hardly dealt with by juries. The same rules, they say, are not applied to their conduct as to that of individuals in charging them with default, nor are their contracts upheld with the same rigour; and that there is some truth in this few persons will deny. How far it is to be chargeable to the conduct of companies themselves is an important consideration for them. That it is not for the jury to see any distinction between a corporation and an individual, is of course a truism; any differences in responsibility or duty should be matters of law, and not of fact. If there are to be any limits placed upon the contracts which public companies may make, they should be determined by the Legislature and the Court, and not by a jury, susceptible of prejudice. But the Legislature is justly slow to interfere with freedom of contract unless there is strong reason. A complete monopoly provoked their interference with the contracts of railway companies and other public carriers, but there are many companies who possess quite enough of a monopoly to enable them to insist upon very unreasonable contracts, and hardly enough to warrant the special interference of the Legislature. Companies who abuse their position in this way cannot be surprised if they receive a rough handling from juries whenever, as often happens, an ingenious advocate will show them a way to elude strict rules of law.

Insurance companies are very fair instances of this class of companies. At first sight, it would seem absurd to say that an insurance company is a monopoly at all. The extraordinary competition going on among insurance companies is an apparent contradiction of such a proposition. However, it must be observed that the number of companies is quite small enough to effect a combination if they chose, and in some cases they certainly have combined to place an unnatural restriction on the contract of life insurance. We allude to the proviso against suicide. This is a condition in the contract which is hardly likely to be removed by the principle of competition. The insurer takes no account of it, and would set no additional value upon a policy from which it was omitted\* as he can hardly ever be said to contemplate the possibility of his committing suicide; while its omission would unquestionably increase the insurer's risk, and that risk must be represented by an increased premium. The interpretation put by judicial decision upon the suicide clauses, whether worded, "die by suicide" or "die by his own hands," has been, as far as the law is yet settled, largely in favour of the insurance companies. It has been decided (with an important dissenting minority, however) in the only two cases fairly before the Court (*Borradaile v. Hunter*, 5 M. & G. 654, and *Clift v. Schwabe*, 3 C. B. 433, in the Exchequer Chamber), that the proviso is not confined to felonious suicide alone, but includes all cases where the deceased, whether of unsound mind or not, knew the probable consequences of his act, and did that act voluntarily intending those consequences to follow. This we may take as law for the present, although the names of Tindal, C. J., Erskine, Cresswell, and Wightman, JJ., Pollock, C.B., Alexander, C.B., and Lord Tenterden, C.J., may be considered as representing an opposite opinion, and no case has yet been carried to

\* This is hardly so. The market value of the policy as a security would be increased by annihilating the possibility of its being avoided by suicide; and this consideration would weigh with insurers. —Ed. S. J.

the House of Lords, a compromise having been entered into in both these cases. We regret that there does not appear to be an opportunity of carrying the case we are now about to notice to the ultimate Court of Appeal, where we should have the matter placed beyond doubt. We are not now, however, about to discuss the soundness of these decisions or of the correctness of the reasoning on which they are based; whether "suicide" is to mean felonious suicide or something more appears to us not to settle the question. If it be held not to include the irresponsible suicides, the litigation will only be shifted from an issue of law to an issue of fact, and the only effect will be the transfer of the highly metaphysical and subtle question of what constitutes moral responsibility from the criminal to the civil side of our courts, and assuredly verdicts of "temporary insanity" will not be less common than they are now. The companies might cut the Gordian knot by agreeing to strike the obnoxious condition from their policies for the future, and if the increased risk be found upon calculation to represent anything considerable, let the insured pay for that risk by a proportional increase in the premium. This risk would be as susceptible of calculation as any other. The number of persons who would deliberately take their own lives to defraud the insurers would, we believe, be too small to affect the result. On the other hand, the suicide which is the result of mental aberration occurs with as stated regularity as fatal results follow other diseases. This is the class of cases which come before juries, and whose hardship is so striking. A man insures his life. The circumstances connected with his chances of insanity are fully disclosed. His family antecedents are carefully scanned for an hereditary taint. A medical opinion and the testimony of his referees are taken upon the nature of his mental as well as bodily habits and constitution. The contract is made, and, at the close of a long series of premiums paid, his reason becomes undermined, melancholia fastens upon him, and he destroys himself; he meets death by his own hand, but it is not the less on that account the result of his disease than is collapse and rigor the result of cholera.

A remarkable illustration of these considerations is to be found in a cause of *Symms v. The Scottish Widows' Fund Assurance Company*, tried the other day at Belfast before Mr. Justice Morris and a special jury, and which seems to have assumed the features of a local *cause célèbre*. Mr. Thomas Sinclair, a most extensive and wealthy merchant of Belfast, insured his life for £10,000 in the Scottish Widows' Fund Assurance Company. It appears that for months previous to the insurance Mr. Sinclair had been suffering from sleeplessness and severe mental strain, caused by over-exertion and losses in business. However, rest and tranquility appear to have produced their usual results, as by the finding of the jury, he was in good health at the time of the making of the policy in September, 1866. Immediately after this, however, his health appears to have given way, and alarming symptoms of mental infirmity, such as delusion, melancholia, &c., manifested themselves. He expressed himself convinced that his business, which was then more than usually lucrative, was falling to decay, and that he was being ruined rapidly. Always a religious man, he became morbidly fearful for the state of his soul, and a slight explosion of gas in his own house was interpreted by him as a sign of the anger of the heavens. In December he was removed to his brother-in-law's house, in Gordon-square, London. But here he became rapidly worse. One of his delusions at this time appears to have been distrust of his friends, and an anxious desire to return home to Belfast. He proposed to go home repeatedly, but was always opposed by his friends and prevailed upon to remain. He came down several times to breakfast with a portmanteau in his hand and his hat upon his head, ready to start for Ireland, but was, as usual, dissuaded from his purpose. He appears to have distrusted the object of his restraint,

as he frequently asked his wife, was his brother-in-law a traitor, and often eyed her with suspicion. Upon the morning of the 2nd of January he left the breakfast-room and went upstairs to his bedroom on the third floor. He was followed there in a short time, when, upon breaking open the door, which was locked from the inside, it was found that Mr. Sinclair had fallen from the window into the yard. The dressing-table had been moved away a considerable distance from the window, and the dressing-glass was carefully laid upon the bed. Mr. Sinclair survived the fall only half-an-hour.

Upon this evidence alone few juries could fail to return the ordinary verdict that the deceased had committed suicide while of unsound mind. However, the plaintiff suggested to the jury that the deceased never contemplated putting an end to his life, but that he got out of the window in the intensity of his morbid desire to escape from the house and return home. To support this view they produced a lady who had actually seen the whole occurrence from the window of the opposite house. She said Mr. Sinclair put out one leg first and then the other in a most cautious manner, sat a few moments upon the sill looking about him, and then slipped off and fell into the yard. It was urged by the plaintiff's counsel that this caution and deliberation was inconsistent with a desire to terminate life as soon as possible, and that the admitted insanity of the deceased would be as likely to prompt escape by the window as to urge suicide when he was in the enjoyment of all that could make life happy. Slight as this evidence was it sufficed for the jury, anxious as they were to give the plaintiff their verdict, and directed properly enough by the judge that it lay upon the insurance company to prove that suicide had been committed. And so conscious were the defendant's counsel of the probable effect of this evidence upon the jury that this witness was subjected to strict cross-examination, and the issue of this important trial at one moment appeared to be about to depend upon whether this lady had upon a previous occasion said that the deceased had "canted off" the sill rather than "slipped off," the former expression being supposed to imply more of a voluntary act than the latter. The jury, we understand, brought in, in the first instance, a special verdict, to the effect that they had no evidence before them on which they could rely to show what was the intent of the deceased in getting out of the window. However, they were sent back again, but before retiring for the second time asked the judge on which of the parties the burden of proof laid. On being told that it lay on the defendants, they at once returned a verdict for the plaintiff.

It will be seen that it is impossible for the insurance company further to contest the claim until another jury has reversed this finding. One of our contemporaries appears to consider that this case will give the House of Lords an opportunity of finally settling the now doubtful question as to the meaning of the word "suicide" to which we have already alluded. But a new trial upon the grounds of the verdict being against the weight of evidence, and a reversal of this finding upon that trial, are conditions precedent to the raising of the question of law for the Court. It is highly improbable that the Court will disturb a verdict upon what they will no doubt regard as a purely jury question, even if we assume that a second jury deciding in a case of hardship would be more tenderly disposed towards a rich insurance company.

[Upon the evidence, as presented by the writer, the question seems to have been entirely one for the jury, and, under the circumstances, it appears genuinely doubtful whether the deceased was intending to end his existence, or simply to escape from the house.—Ed. S. J.]

The opponents of capital punishment will be gratified by a resolution that has just been adopted by the Second Chamber of the Saxon Diet, that for the future the punishment of death shall be abolished in Saxony.—*Standard*.



## RECENT DECISIONS.

## EQUITY.

## SETTLING PAST MEMBER ON LIST OF CONTRIBUTORIES.

*Re Barned's Banking Company (Limited). Ex parte Andrew, L. J. R., 16 W. R. 113.*

The legal status of the vendors of shares in cases where the transaction has been interrupted by or concurrent with a winding-up has been the subject of a vast number of decisions: the liability of the vendor where the purchase has been consummated by the registration of the purchaser, or in other words the liability of a past member, has called forth scarcely any decisions at all.

The case before us has relation merely to the time at which a past member may be settled on the list of contributories, irrespective of the amount which he may be called upon to pay. It was certain that if the whole of the remaining unpaid capital were realised, the amount would be insufficient to satisfy all the company's liabilities; about £40 per share on £50 shares was yet uncalled up, and it remained to be seen how much could be got from the present shareholders, and consequently, how great would be the deficiency. Under these circumstances it would be an object to settle the past members (*i. e.*, those, of course, who had been members within a year before the date of the winding-up) on the list of contributories, entirely irrespective of any actual amount of claim upon them severally, in order that, in the event of any past member becoming bankrupt pending the realisation from the present members, the official liquidator might be able to prove under the bankruptcy. Lord Justice Rolfe, affirming the decision of the Master of the Rolls, held that the past members could be settled on the list of contributories at once, all questions as to the amount of their several liabilities being postponed; it might, indeed, be that there would eventually be no claim against some of these past members; a past member might be able to show that his shares were fully paid-up, or that no debt existed when he ceased to be a member; all these would be matters to be determined at a future time: the settling a man upon the list of contributories does not settle that he will have anything to pay.

As to the manner in which the liabilities of the past members would be ultimately dealt with, an important question arises, which has not been determined in the present case, or, that we are aware of, in any other. It is plain that the liability of each past member will be restricted to the amount unrecoverable upon his particular shares from the present holder. Now it may very well be that the past members will be liable only as to a portion of the aggregate liabilities of the company, in consequence of some of the company's debts having been contracted since their own membership ceased; nay, there may be still further complications arising out of the different dates at which the different transfers were registered. It is plain, therefore, that it would be very advantageous for the creditors if the payments from the past and present members could be marshalled, so to speak, so as to devote the money of present members to those liabilities for which past members or any of them could not be called upon to contribute. The Master of the Rolls thought that this could be done, but this question was not involved in the case then before him, and we therefore have the mere expression of his opinion on this point as an *obiter dictum*; upon this question Lord Justice Rolfe expressed no opinion.

## COSTS OF TRUSTEE'S DISCHARGE—WHAT IS A REASONABLE CAUSE.

*Richardson v. Grubb, 16 W. R. 176.*

Besides the provision applied by Lord Cranworth's Act to instruments executed since the 28th of August, 1860, it may be safely assumed that, in at least nineteen cases out of twenty, instruments creating trusts include the common form relating to the appointments

of new trustees, and in such cases no question can arise as to the right of the trustee desirous of being discharged, to be relieved of the trust, the only question which can arise will be as to the costs attendant on a change, if opposed by the *cestui que trustent*, or if an application to the Court should in the particular case be necessary for the purpose. There are numerous cases which rule, rationally enough, that where the desire to be discharged arises from mere caprice on the part of the trustee, the costs must fall upon him. In the present case the trust instrument, a marriage-settlement, dated before Lord Cranworth's Act, empowered the *cestui que trustent*, who were in the position of tenants for life, to appoint a new trustee in the event of either of the old ones "dying or becoming desirous of being discharged, &c." One of the trustees desired to be discharged on the score of declining health. It appeared, however, that the trust involved no duties whatever: the trust was, during the husband's lifetime, to permit him to receive the rents and profits of the real estate; after the death of the husband there were divers trusts for jointuring the wife and portioning the children; there was also a sum of money upon the same trusts; this was invested in stock, and, as the Vice-Chancellor observed, a power of attorney would enable the tenant for life to receive the income of it. Under ordinary circumstances declining health would, of course, be such a reasonable ground for relinquishment of a trust as would entitle the trustee to his discharge, free of costs. But the Vice-Chancellor considered that as in the present case the trust required no action whatever from the trustee, declining health was not a sufficient reason for his desiring to be discharged, and, accordingly, while directing a reference to chambers to provide a new trustee, saddled the old trustee with the costs.

The question whether declining health is not a "reasonable" ground for desiring to relinquish a trust, which for the present is merely passive and involves no duties, appears to us one of some importance. For the principle upon which the Vice-Chancellor of Ireland decided *Richardson v. Grubb* goes a great length, and would apply to every case in which the trustee remained endowed with bare life, no matter whether he might be a lunatic or might have permanently "expatriated" himself in Central Africa. It is difficult to imagine a trust in which, although the rents and profits might be in receipt by a *cestui qui trust* tenant for life, there could be no possibility of any necessity for the trustees interference for the protection of the interests or remainder, but assuming such to be the case, there will come sooner or later a time when the trustee will have to be active and not merely passive; in the present case it would have come after the death of the husband, when *inter alia* a power of sale would have come into operation. The husband might have died at any moment, and the trustee have been forthwith called upon to act, and it seems to us hard on a trustee to hold that that possibility, coupled with declining health, could not entitle him to a discharge free of costs. Irish decisions, though entitled to respect, are not, of course, binding upon English courts. The decision in the present case seems to us at least questionable, and is worth noting, as the case is one which might occur at any moment on this side of St. George's Channel. The Vice-Chancellor thought, in this case, that the trustee was in reality actuated by mere caprice; this of course may justify the result of the decision as to this particular case, but the principle laid down in the judgment remains the same.

## COMMON LAW.

## SUING IN FORMA PAUPERIS.

*Fray v. Vowles, Q. B., 16 W. R. 399.*

"An order to proceed in *forma pauperis* will not be allowed to take effect until service upon the opposite party." These are the words of the head note of this

case, and the report itself is only a statement of the facts upon which this decision was arrived at. It is a little point of practice that it may be useful to remember, even although suits in *forma pauperis* are by no means common.

PRACTICE—WILL.

*In re Rowland Williams, Prob., 16 W. R. 467.*

Rule 49 of the non-contentious rules of the Probate Court of 1862 provides "that every will or copy of a will . . . to which an executor . . . is sworn must be marked by such executor . . . and by the person before whom he is sworn." In this case a will was sent out to a sole executor in India, who was the only person interested under the will. The will was duly sworn, but was not marked by the person before whom it was sworn, and the rule of the court was not in this respect duly complied with. The Court held, however, on motion, that probate might be granted under the circumstances. The object of the rule is to make out the identity of the document, and as there was no doubt on this point in the case a strict compliance with the rule was not required. There had been one or two decisions of the Probate Court to the same effect before, and it is clear now that those rules may, under special circumstances, be dispensed with.

MEASURE OF DAMAGES.

*Cory v. The Thames Ironworks and Shipbuilding Company, Q. B., 16 W. R. 456.*

Although the jury have always, or nearly always, to decide upon the amount of damages that a plaintiff is entitled to recover in an action, they are bound to adopt the scale or method of ascertaining such amount that is pointed out to them by the judge presiding at the trial. The rule by which the damages must be calculated is called the "measure of damages," and is a question of pure law with which the jury are not concerned. For instance, to take the simplest possible example, the measure of damages for breach of a contract to deliver goods is, in the absence of any special circumstances, the difference between the agreed and the market price at the time of the breach. The law being that this is the true measure of damages, it is for the jury to say what is the amount of the difference between the market price and the agreed price of the goods. There may, however, be special circumstances which render this rule inapplicable, and *Hadley v. Baxendale* (2 W. R. 302, 9 Ex. 341), is the leading case on this subject. The rule there laid down is "where the parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be either such as may fairly and reasonably be considered as arising naturally, *i. e.*, according to the natural course of things from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract as the probable result of the breach of it." This rule has frequently been acted upon, but difficulty is found from time to time in applying it to the facts of a particular case.

In *Cory v. The Thames Ironworks, &c., Company*, a question arose as to the measure of damages upon the breach of a contract for the sale of a "derrick," or large flat bottomed vessel or float. The defendants did not deliver the derrick until six months after the stipulated time. The plaintiffs purchased the derrick in order to erect on it hydraulic cranes for the purpose of unloading coals from vessels in the Thames. This was an entirely new contrivance, as no vessel had ever been used in this way before, and the defendants were not aware of the use to which the defendants intended to put the derrick, but thought it was to be used as a coal store, which was the most obvious use to which it could be applied. The plaintiffs, in anticipation of having the derrick at the stipulated time, procured new steam tugs

and certain machinery, and in consequence of the delay of six months before the derrick was delivered, they lost a considerable sum of money from the steam tugs and the machinery being useless, or nearly so, during that time. The value of the derrick as a coal store during the period of six months would have been about £420, much less than the plaintiffs had actually lost. The question was first whether the plaintiffs were entitled to recover only the £420, or whether they might not recover the larger amount which they had lost. The defendants also argued that as the plaintiffs did not intend to use the derrick as a coal store, they could not recover damages for not having the vessel for that purpose; that as the defendants did not know the actual use to which it was proposed to put the derrick, they were not liable for the actual damage sustained.

Cockburn, C.J., thus laid down the rule applicable to this case—"where the buyer may have suffered a loss by reason of the non-delivery of a thing intended for some special or extraordinary purpose, the seller is not liable for that loss, unless it was brought within his contemplation at the time of the sale. But he ought to be made to pay to this extent, so far as he had in his contemplation the loss of profits which would result by its not being applied, by reason of non-delivery, to the ordinary purpose for which he supposed it to have been purchased." The plaintiff was therefore entitled to recover the £450, as he had actually suffered that loss, and as he would have suffered that loss if the derrick had been employed in the most obvious way in which it could have been used. This case, it will be seen, quite agrees with *Hadley v. Baxendale*, but in addition it explains and decides a point that apparently had not before been decided.

PRESCRIPTION ACT, 2 & 3 WILL. 4.

*Beytagh v. Cassidy, Ex. (Ir.), 16 W. R. 403.*

The Prescription Act (2 & 3 Will. 4, c. 71) has provided a mode by which, in some cases, incorporeal hereditaments may be gained by enjoyment for a certain fixed period of time; thus doing away with the necessity of proving in such cases an enjoyment from time immemorial. Section 4 enacts that each of the periods of enjoyment of rights mentioned in the three preceding sections shall be the period next before some suit or action wherein the claim or matter to which such period may relate shall be brought in question, and no act shall be deemed an interruption unless submitted to or acquiesced in for a year. In *Cooper v. Hubbuck* (12 C. B. N. S. 456) it was held that the enjoyment under the third section need not be for the period immediately before the pending suit, but the period is to be taken to be the period next before some action or suit in which the claim has been brought in question. In *Beytagh v. Cassidy*, in which a similar question arose as to enjoyment of a right under the second section, the Court of Exchequer in Ireland followed the decision of the Court of Common Pleas here. Although there has been much litigation on the Prescription Act, this particular question seems to have received judicial consideration only twice, viz., in *Cooper v. Hubbuck*, and in *Beytagh v. Cassidy*, but the law may now be considered settled, since this second decision, even although Williams, J., dissented from the judgment of the Court of Common Pleas in *Cooper v. Hubbuck*.

REVIEWS.

*The Joint-Stock Companies Directory.* 1868. Charles Barker & Sons.

The plan of this work appears to us to be very good, and a good Joint-Stock Companies Directory must be a very useful assistant to all who are much concerned either as investors, solicitors, shareholders, directors, or otherwise, with joint-stock companies. By the arrangement adopted,

which we think very convenient, anyone consulting this work is enabled at once to put his finger upon any company comprised in the volume, and in addition to this the work includes an alphabetical list of directors, showing the various boards to which each gentleman belongs.

The execution, however, of the work is not by any means equal to the arrangement. The information supplied respecting each concern is useful, and for the most part quite sufficient; but the list of companies is by no means exhaustive. To be complete, the work should include *all* going companies, and *all* companies in liquidation, and a fixed tariff of particulars should be furnished in each case. We trust that in next year's issue this defect may be remedied, for, embracing as it does not only joint-stock but railway companies, such a work would be really very useful: it is a great convenience to be able to refer at a moment's notice to the list of directors, amount of share or debenture capital, list of officers, &c., &c., of any company, and with so good an arrangement the work, if complete and exhaustive, would be extremely servicable. As it is, it contains a great deal of information about a great number of companies.

*Debrett's House of Commons and the Judicial Bench, 1868.*  
Edited by R. H. MAIR, Dean & Son: London.

This volume comprises, besides the members of the House of Commons, the entire judicial bench, from the Lord Chancellor down to the county court judges and recorders, and also gives a short notice of each individual, together with the particulars of his family, club, country seat, the elections he may have contested and so on. The particulars are not, however, always complete and reliable, in consequence of the editor apparently resorting in many instances merely to the individuals themselves, who have not always cared to furnish particulars. The volume, however, contains a great deal. It also comprises a glossary of technical parliamentary phrases, a list showing the number of votes recorded by each member of Parliament, and a list of heraldic mottoes.

## COURTS.

### COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday April 16, 1868.

| L. C. |        | L. J. |        | M. R. |    | V. C. S. |    | V. C. M. |    | V. C. G. |    |
|-------|--------|-------|--------|-------|----|----------|----|----------|----|----------|----|
| AP.   | AP. M. | AP.   | AP. M. | C.    | P. | C.       | P. | C.       | P. | C.       | P. |
| 3     | 1      |       | 2      |       |    | 5        |    |          |    |          |    |

### VICE-CHANCELLOR MALINS.

#### *Business of the Court.*

Some time since his Honour referred to the question of the time at which it would be convenient that the Court should rise as a general rule.

Glasse, *Q. C.*, now said that it was considered most convenient that the Court should take nothing fresh after half-past three o'clock.

The VICE-CHANCELLOR said that he was aware of the inconvenience which arose from late sitting, but the pressure of business had been very great. In future the Court would rise as nearly as possible at half-past three o'clock.

### COURT OF PROBATE.

(Before Sir J. P. WILDE.)

#### *Business of the Court.*

There are 20 probate causes standing for trial before the Court itself,—nine by special juries and three by common juries. The divorce list contains 182 causes, 19 for trial by special juries, 25 by common juries, and 136 by the Court itself. There are two cases to be argued before the full Court.

## COUNTY COURTS.

### MANCHESTER.

(Before E. OVENS, Esq., Judge.)

#### *Auctioneers' Conditions of Sale.*

An action was brought by Mr. Henry Tyers, commission agent, of this city, to recover the sum of £16 16s. from

Messrs Christie, Manson, & Woods, auctioneers, of London, under the following circumstances: plaintiff attended a sale on February 18 last, and purchased for £16 16s. what were described in the catalogue as "a pair of bronze warriors, on obelisk pedestals." He subsequently discovered that the warriors were not bronze, but white metal bronzed over. He did not consider them worth more than £5, and he brought the present action against the defendants to recover his money on the ground that the articles were not what they were represented to be in the catalogue.—Mr. Walker (from the office of Messrs. Chapman & Roberts), who represented the defendants, directed the attention of the judge to the 4th clause in the conditions of sale, which were appended to the catalogue, and upon which he rested his defence. The clause in question required that the "lots shall be taken away and paid for, whether genuine and authentic or not, with all faults and errors of description, Messrs. Christie, Manson, & Woods not being responsible for the correct description, genuineness, or authenticity of any lot."

Mr. OVENS held that this condition of the sale was a sufficient answer to the claim, and the plaintiff was nonsuited.

*Lord v. Watt.*

#### *Action for Damages against a Solicitor for an Illegal Execution.*

In January last the plaintiff being indebted to a firm of merchants in London, the defendant, a solicitor, of Manchester, was instructed by them to proceed against the plaintiff in the Manchester Court of Record. Accordingly, the plaintiff, on the 14th January last, was served with a writ from that Court. The plaintiff put in an appearance to the writ at the last moment, but was not in court when the case was called, and judgment by default was recorded against him. He heard no more of the matter until the 30th of January last, when the bailiffs entered his lodgings and took away clothing belonging to his wife and children of the value of £5. The seizure, which the plaintiff contended was illegal, was made by order of the defendant, and the jury were asked to give him "exemplary damages" for the wrong he had suffered.—The defence was, that although the plaintiff was served with a writ on the 13th January, he did not enter an appearance until the 21st, which was the very last day on which an appearance could be entered. The defendant took the precaution to send his clerk to the Court of Record on the morning of the 21st, and at that time the plaintiff had not put in an appearance, but it was subsequently discovered that he had entered an appearance after the defendant's clerk had been at the court. Having found that he had made a mistake, the defendant did the best he could under the circumstances, to remedy it, by sending back the clothing withdrawing the bailiffs from the plaintiff's house, and paying £3 10s. costs.

Mr. OVENS pointed out to the jury that the plaintiff had not sustained any pecuniary damage; still, it was an insult to anybody to have bailiffs sent into his house, and it was for the jury to say what damages they thought the plaintiff was entitled to under the circumstances. If they thought there had been a *bond fide* mistake, either on the part of the defendant himself or on the part of his clerk, he was entitled to the benefit of it.

The jury gave a verdict for the plaintiff; damages, one farthing.

Mr. OVENS said he concurred in the verdict, which he thought was a very proper one.

### EXETER.

(Before Mr. Serjeant PETERSDORFF, Judge.)

April 7th.—*Mortimer v. Callicott.*

*Practice—Proceedings under section 2 of the County Court Act, 1867—Costs—Interpretation of Rules and Orders of 1st January, 1868.*

Where in an action under section 2 of the County Court Act, 1867, a plaintiff claims a sum which exceeds 40s., but only succeeds in recovering an amount less than 40s., his attorney's costs cannot be allowed. For the usual rule that such costs cannot be allowed in actions where less than 40s. is recovered applies to actions under this section, and is not altered by the County Court Rules and Orders of 1st January, 1868, notwithstanding that the scale of costs provided by them for actions under section 2, of the County Court Act, 1867, is expressed to be applicable to actions where the sum claimed exceeds 40s.

This was an action under section 2 of the County Court Act, 1867, for goods sold and delivered. The plaintiff, by his particulars of demand, claimed the sum of £2 5s.



Mr. Willeford for the plaintiff; Mr. Floud for the defendant.

When the case came on for hearing at the last court it was, by consent of all parties, referred to the decision of an arbitrator. The arbitrator had found in favour of the plaintiff; instead, however, of the £2 5s. which was originally claimed he had only awarded a sum, the exact amount of which did not transpire, but which was less than 40s. By the County Court Rules and Orders of 1st January, 1868, among other scales of costs, a scale is given (p. 225) headed, "in actions under section 2 of the County Court Act, 1867, where the sum claimed exceeds 40s. and does not exceed £20."

No other scale is given for actions under section 2 of the County Court Act, 1867. It was suggested that as the rules expressly made the scale of costs established by them applicable to all cases where more than 40s. is claimed, it overrode the general county court rule, that no attorney's costs can be allowed in cases where a sum less than 40s. is recovered. In support of this view it was further urged that the framers of the rule were clearly alive to the distinction between the sum claimed and the sum recovered, since the other scales of costs provided by them (p. 222) are headed as follows:—"The first is headed "In actions of debt or contract exceeding £20;" the second, "In actions of tort where damages recovered exceed £20;" the third, "In actions under sections 11 and 12 of the County Court Act, 1867."

Mr. Floud now applied to the judge for directions as to whether his attorney's costs were to be allowed to the plaintiff. He contended that as less than 40s. had been recovered they should not be given, and that though the rules spoke of the sum "claimed," yet this must be taken to mean the sum "recovered"—in other words that the sum recovered, and not the sum claimed must be the test in these cases. If the sum claimed, was to be the test persons would be invited to make claims which they were well aware that they could not substantiate merely for the purpose of getting the costs.

Serjeant PETERSDORFF gave an elaborate judgment, of which the following is an outline:—He observed that the point had been mentioned at the last court, and that it was of some importance, as the decision in this instance would probably govern some hundreds of other cases. Therefore, although his first impression was in favour of the view he had now adopted he had wished to consider the matter fully before giving his final decision. He agreed with Mr. Floud as to the bad effects which would follow, if a plaintiff who recovered less than 40s. were allowed to get his costs merely on the ground that he had originally claimed more than that sum. Having alluded to the manner in which the different scales are laid down, and having read the headings of them as they are mentioned above, his Honour said that he had now had an opportunity of consulting that very valuable and useful work "Lush's Common Law Practice." At p. 910, vol. 2, he found it laid down that in the taxation of costs the officers of the superior courts drew no distinction between the sum claimed and the sum recovered; the sum recovered was in all cases the test as to the scale on which the costs were to be taxed. The present point was also alluded to in a very recent work on County Court practice—"Mr. Davis' County Court Practice." [His Honour here read Mr. Davis' remarks on this subject]. It was exceedingly satisfactory to him to find that the conclusion at which he had himself previously arrived was confirmed by this very recent publication. The rule, therefore, which he should adopt in this and in all similar cases was that where a plaintiff recovered less than 40s. his costs could not be allowed, whatever the sum originally claimed might have been. His Honour added, that any possible doubt which might have otherwise excited on the point was quite dispelled by the note at p. 226, the terms of which were as follows:—"N.B. The costs in every case shall upon the above scale abide the event, unless the judge shall make some special order with reference to such costs, or any part thereof." This note was, he considered, conclusive, and he was rather surprised that Mr. Davis, who seemed to have given a good deal of attention to the matter, had not observed it.

#### WANDSWORTH POLICE COURT. (Before Mr. DAYMAN.)

*Metropolitan Building Act, ss. 9, 38—"Necessary Repair."*

Mr. Buist, of Henley-street, Battersea, was summoned by Mr. Jennings, jun., district surveyor, for doing work without notice.

The district surveyor contended that the whole of the shop-front and stall-board at the corner of Henley-street and Lower Wandsworth-road having been removed and replaced by a new one, in which the position of the door was altered from the corner to the front towards the Lower Wandsworth-road, the work required notice, under section 38, and was a work subject to the Act under section 9.

The defendant argued that, the shop front having been blown in, what was done was merely necessary repair.

The MAGISTRATE held that in section 9 the words, "done for any purpose, except that of necessary repair, not affecting the construction of any external or party wall," referred to "any alteration or addition," as well as to "any other work;" and that, if the work in the first instance came under the head of necessary repair, the fact that it was not reinstated exactly the same as before would not render it subject to the Act unless such alterations *prejudicially* affected the construction; and that the words "any work," &c., in section 38, were limited in their signification by the latter part of section 9.—*Builder.*

### GENERAL CORRESPONDENCE.

"JUSTITIA."—The subject referred to in your letter does not, at any rate at present, call for our notice; there is no doubt as to the law. We do not undertake to return rejected communications.

#### LEGAL EDUCATION—PRACTICE.

Sir,—In addressing you a second time upon this subject I think the best way I can acknowledge the courtesy with which you published my first letter is by making the present one as concise as possible.

You say, Sir, in your note at the end of my letter in your issue of the 21st March last, that knowledge imparted at a lecture is not nearly so long retained as that gained in practice. No one can be more fully convinced of this than I am; and it is for this very reason, among others, that I suggested the system of instruction sketches in my letter. That system in no way resembles the lecture one; but on the contrary it is so close a copy of actual practice that it possesses all the advantages of practice without its disadvantages. Surely when you consider the rivalry that would be created between the students by the plan I have suggested, you will not think that the knowledge so gained will be readily forgotten, or greatly, if at all, inferior to that obtained in the ordinary course of business.

I perfectly agree with you that, as between law and practice, law is of primary importance. By all means let the student obtain, in the first place, a sound knowledge of the principles of the law. It is only after he has mastered these that I would have him apply himself to practice. But when he has done this, when he is ready to commence the study of practice, how shall he set about it? In the way I have outlined or by the means at present at his command. Consider, Sir, what the means at the command of a clerk for obtaining a knowledge of practice often are. What, for instance, are the means at the command of a clerk, articled to a solicitor, whose business is confined to chancery and conveyancing, for learning common law practice? He has none. He scrapes through the final examination by means of knowledge derived second-hand through Mr. Smith's book, and is admitted. It is then, when a client's interests hang upon his abilities, that the young attorney begins for the first time to learn a most important portion of his business.

In concluding, let me thank Mr. Alsop for his correction of my error—viz., that half and not the whole of the costs are lost by the omission of the words "as per judge" in a consent to an order. I must remind Mr. Alsop that I am only a learner, but at the same time I cannot help thinking that I should have escaped such a mistake had I had the advantage of the classes which I advocate.

AN ARTICLED CLERK.

### FOREIGN TRIBUNALS & JURISPRUDENCE

#### AMERICA.

*Sitchy v. Hugus.*

*The Statute of Limitations as between Attorney and Client.*

*Error to Common Pleas of Somerset.*

*Opinion by WOODWARD, C. J.*

*The plaintiff in error has small reason to complain of the*

answers which the court gave to his points. It surely was not erroneous to say that the Statute of Limitations would not begin to run against a bill of attorney's fees until the dissolution of the relation betwixt him and his client. If the law were not so every attorney, to assert the statute, would have to sue his clients once in six years, which would be destructive to the confidence which is essential to the relation.

The point was ruled in *Fotser v. Jack*, 4 W. 334, and is not open for further discussion.

Equally clear is it that the reversal of the first judgment in the Kowan suit did not terminate the professional relation, for there was a *remitting with a venire facias de novo*, which required the further attention of Mr. Hugus. And though it is always competent for parties to compromise their litigation, the learned judge said they could not do it "without the knowledge of their attorneys, for the purpose of depriving them of their costs or fees."

The morality of the relation demanded this qualification, for as counsel owe good fidelity to clients, so the client is bound to make fair and reasonable compensation to his counsel, and it is a fraud upon the counsel for the client to settle the suit without his knowledge, to withhold his fees, and then to set up the Statute of Limitation against him. Whether Hugus had notice of the settlement, and whether the relations terminate within six years before suit brought, were fairly submitted as questions of fact to the jury. If the court did not instruct the jury as to what would determine the relation, it is a sufficient answer they were not requested to instruct upon this point. They did, however, sufficiently instruct upon this point when they said that services rendered since the bringing of this suit, if not required by the plaintiff, nor for his benefit, would not rescind the relation nor avert the effect of the statute, the jury found under the rulings that the relation of counsel and client had not ceased six years before suit brought, and that was decisive against the operation of the statute.

Judgment affirmed.—*Philadelphia Legal Intelligencer*.

#### MASSACHUSETTS.

(Before Judge LOWELL.)

#### Statute of Limitations.

*In the matter of Daniel P. Kingsley, a Bankrupt.*

A question was certified in the case by the Register of the 4th Massachusetts District, and argued before the court, whether a debt which was barred by the Statute of Limitations of Massachusetts, where the bankrupt had resided for the last ten years, and where these proceedings were had, but not barred by the Statutes of Vermont, where the creditors then resided, and where both parties resided when the contracts were made, would be proved against his estate in bankruptcy.

Judge Lowell decided, contrary to the opinion of Judge Blatchford, of New York (Internal Revenue Record, Vol. VI., p. 223), that a debt barred by the Statute of Limitations of Massachusetts cannot be proved against the estate of a bankrupt, if objected to by the bankrupt, or any creditor.

### SOCIETIES AND INSTITUTIONS.

#### LAW STUDENTS' DEBATING SOCIETY.

##### QUARTERLY STATEMENT.

In accordance with my duty under the fifteenth Rule, I beg to make the following statement of the proceedings of the society during the past quarter, which commenced on the 7th January, and terminated on the 31st ult.

The quarter has comprised 13 meetings, whereat 7 legal and 4 jurisprudential questions have been discussed, two meetings having been wholly devoted to the society's business and to the discussion of motions for alteration of the rules.

Thirteen members have been elected during the quarter, six have resigned, and there are now 143 members on the Society's Roll. The average number of members attending the meetings has been 26. The highest number has been 30 and the lowest 18. The average length of the debates on the legal and jurisprudential questions has been about two hours. The average number of speakers on the debates has been eleven, and of voters fifteen, of which latter an average of twelve voted in person and three by the register of votes.

The motion to abolish fines imposed under the sixth rule for absence from the meetings of members of less than three years' standing, without notice to the secretary, to which I alluded in my January report, was discussed very fully at the first meeting in January, and negatived by a small ma-

jority. Notwithstanding this decision of the society there still appears to be a desire to repeal the rule, for the motion has been renewed.

At the first meeting in March last, on the motion of the treasurer, an alteration was made in the eighth rule, to extend the time at the expiration of which members who failed to pay their fines and subscriptions after written application would cease to be members, unless satisfactory cause were shown, to the first meeting in January next following the application. At the same meeting an addition was made to the fifth rule, which now allows members of three years' standing to pay the sum of £2 2s. in lieu of all future annual subscriptions, thereby, in effect, constituting life-membership. Whether senior members will avail themselves of this privilege remains to be seen.

A comparison of the statistics which I have above stated with those appearing in my January report enables me to congratulate the society on a marked improvement during the past quarter, both in numerical and debating strength, of which the averages quoted furnish abundant proof, without need of any comment from me.

EDGAR C. HARVIE, Secretary.

3, New Broad-street, E.C., 7th April, 1868.

### OBITUARY.

#### MR. THOMAS PHILLIPS.

By the death of Mr. Thomas Phillips, Solicitor, and Clerk to the Magistrates of Plymouth, which occurred at his residence in Plymouth, on Tuesday, the 14th instant, the profession has sustained a great loss. Mr. Phillips was one of those men whose whole heart is in their profession and who apply their whole mind and energy to its practice. His care and exactitude in every thing that he did, and the amount of consideration, trouble, and patience which he brought to bear upon every point which came before him were most remarkable, but still more extraordinary was his extensive knowledge of the law. His acquaintance with decided cases and his familiarity with statute and text books was wonderful. He was for ever increasing his knowledge, and never missed reading and noting up all the new decisions contained in the reports. In the latter years of his life, when his eyesight had become affected, he had the reports read to him, and the decisions noted up under his direction, but his mind was always as well stored as his books, and nothing seemed to escape his memory. He had a very rare knowledge of the whole theory and foundation of conveyancing, and the elaborate way in which he would *polish* a draft was an example to many of us who are content if they can get through their work without failure, but who do not aim at perfection in what they do and never dream of looking at their conveyances as works of art.

But his knowledge was by no means confined to conveyancing. He had a most extensive acquaintance with both the other great branches of the law, and nothing pleased him more than to discuss legal points of interest with his pupils or others more worthy of his steel, and in such discussion his clear head and his broad grasp of the great principles of law shone out remarkably.

Mr. Phillips did not content himself with ability and knowledge. In the practice of his profession, as in private life, he was most honourable and high minded. His object was not to make money but to do his duty, and to do what he had to do as thoroughly and as honourably as possible.

He was perhaps best known in Devonshire in his official character of clerk to the magistrates at Plymouth, which office he had held for thirty-two years, and he always discharged that office with the greatest learning, ability, patience, and kindness.

Two of his sons were associated with him in his profession the firm being carried on as "Phillips & Sons," and of late years he has been much assisted by one or other of them in his official capacity.

Mr. Phillips was held in the highest respect and affectionate regard by all who knew him, and his loss will be felt by many friends. He was in his 66th year.

#### MR. JOHN STEEL, M.P.

The death of Mr. John Steel, M.P. for Cockermouth, (formerly a solicitor in that town,) took place at his seat, Derwent Bank, Cumberland, on the 10th of April. The deceased gentleman, who was in his eighty-second year, was the son of the late Joseph Steel, Esq., solicitor, of Cockermouth.

by Dorothy, daughter of the late John Ponsonby, Esq., of Hail Hall, Cumberland, whose ancestor (from whom the Earls of Bessborough are also descended) took his surname from the lordship of Ponsonby, in Cumberland, which he acquired at the time of the Conquest. Mr. John Steel was born in 1786, and was educated at St. Bees' College, Cumberland; he was admitted as an attorney in 1809, and retired from practice in 1852. He entered Parliament, as M.P. for Cockermouth, in August 1854, when he was returned without opposition, and had ever since retained his seat for that borough.

MR. J. V. LEACH.

The death is reported of John Vincent Leach, Esq., Barrister-at-Law, who held the office of clerk of the courts and keeper of records in the colony of British Honduras; he expired at sea on the 21st of February, while on the voyage from Belize to London. Mr. Leach, previous to being called to the bar, was deputy to the provost-marshal in the island of Jamaica, from 1839 to 1854, holding the office absolutely during the administration of Lord Elgin and Sir C. E. Grey. He was called to the bar at the Inner-Temple, in June 1858, and was secretary to the Main Road Board, in Jamaica, from 1863 to 1865. He was provisionally appointed clerk of the courts and keeper of the public records for the colony of British Honduras in 1864, but was confirmed in February, 1865; he also held the office of registrar of land titles for that colony. His salary as clerk of the courts, &c., was £600 per annum.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

*Easter Term, 1868.*

[The clerks' names appear in small capitals, and the attorneys to whom articulated or assigned follow in ordinary type.]

AITKENS, ROBERT WEBB.—John Webb, Birmingham.  
BECK, WILLIAM NASH.—Charles Geo. Haden Beck, Worcester.  
BLEWITT, WILLIAM.—Wm. Richd. Preston, 21, Basinghall-street.  
CAMPBELL, BRADAZON.—Geo. Cattell Greenway, Warwick.  
EDWARDS, WILLIAM OSBERT.—Francis Leake, Long Buckby.  
GILLESPIE, RICHARD WILLIAM.—Saml. Wilkinson, jun., Walsall.  
GRANGER, ALFRED WILLIAM.—Wm. Lisle, Jas. Crosby, and William Lisle, Durham.  
KEANE, WILLIAM AUGUSTIN PULESTON.—Daniel Keane, 25, Lincoln's-inn-fields.  
LEWIS, JOHN VAUGHAN.—John Worsley Phillips, Church-court, Lotherbury.  
LINAKER, WILLIAM HENRY.—William Welsby, Ormskirk; Henry Brown White, Warrington.  
RHODES, WILLIAM JOHN.—Samuel Younge, Sheffield.  
SUTTON, STEPHEN BIDGOOD.—Edward Whitley, Liverpool.  
THOMAS, LEWIS REES.—Hugh Jones, Carnarvon.  
WOODCOCK, EDWARD HOLME.—Thomas Part, Wigan.

*Last Day of Easter Term, 1868.*

BALL, GEORGE ERICSEN.—George William C. Dean, 27, New Broad-street, City.  
BEACHCROFT, RICHARD MELVILL.—Richard Beachcroft, 18, King's-road, Bedford-row.  
BEALE, CHARLES GABRIEL, B.A.—William John Beale, Birmingham.  
BROOK, WILLIAM RICHARD.—George Morley Saunders, Wath-upon-Dearne.  
DAVIES, WILLIAM HIER.—Richard Wyndham Williams, Cardiff.  
FAWCETT, THOMAS COOPER.—Herbert Priestley Southey, 6, Lincoln's-inn-fields; William Talbot, Kidderminster.  
FORSTER, GEORGE, JUN.—George Forster, Newcastle-upon-Tyne.  
FRY, JAMES WILLIAM.—Thomas Newman Farquhar, 4, Old Palace-yard, and Moorgate-street; Joseph Leech, 4, Old Palace-yard, and Moorgate-street.  
HARRISON, WILLIAM SYDNEY.—Charles Harrison, Jun., 19, Bedford-row, Holborn.  
JONES, WILLIAM GAMES.—William Games, Brecon.  
LADE, THOMAS NEWMAN.—George John Cuddon, 36, Coleman-street, and Birmingham; Archibald John Miles, 30, Broadway-terrace, Camden-town.  
LOWTHIAN, GEORGE EDMUND.—Isaac Lowthian, Penrith.  
LYNCH, HENRY.—Maurice John Hore, Liverpool.

MANGNALL, WILBRAHAM.—Robert Gudgeon Hinnell, Bolton.  
MARKBY, GILLAM.—John Broughton and George Wyman, Peterborough; William Duke, Chichester.  
MOUNTFORD, JOHN WOLLASTON.—Jonathan Scarth, Shrewsbury.  
PARDOE, HERBERT.—Robert Acton Pardoe, Bewdley.  
SINGLETON, EDWIN.—Edward Cleathing Bell, Kingston-upon-Hull.  
SWEETING, EDWARD.—Henry Davis Poole, 9, Lincoln's-inn.  
VAUDREY, THOMAS WILLIAM.—John Wilson, Congleton.  
WAGHORN, JOHN.—Edwin Hughes, Woolwich.  
WARD, JAMES LIVESBY.—Jno. Egerton Ward, Congleton.  
WHITESIDE, HENRY JACKSON.—Wm. Lamb, Jun., Whitehaven.  
WILLIAMS, DAVID THEODORE, B.A.—Edward Scott & Edward Scott, both of Wigan.  
WILLOUGHBY, GEORGE.—William Henry Cotterill, 32, Throgmorton-street, City.  
WRIGHT, WILLIAM HORACE.—Samuel Walker, 29, Lincoln's-inn-fields.

[For previous names see ante, p. 266.]

NOTICE OF APPLICATION TO BE RE-ADMITTED.

*Last Day of Easter Term, 1868.*

Leigh, Alfred, Baguley, Northendon, Manchester; and Sale Moor, near Manchester.

NOTICE OF APPLICATIONS TO TAKE OUT OR RE-NEW ATTORNEYS' CERTIFICATE.

*Last Day of Easter Term, 1868.*

Wadsworth, William Norton, Macclesfield.  
Wilton, Edward Henry, Salisbury; and 13, Tavistock-place, Tavistock-square.

*May 9, 1868.*

Andrewes, Walter George, 2, Finsbury-circus; 7, Millman-street; and 9, Bernard-street, Russell-square.  
Bacon, Henry Sketchley, Brighton (on April 25, 1868).  
Brown, Harold, 54, Avenue-road, Regent's Park.  
Brunskill, John, 20, Stonefield-street, Islington.  
Jenkyn, Osborn Augustus, Biddenden, Kent.  
Longley, Frederick Henry, 60, Britannia-row, Islington; 1, Charlotte-terrace; and 8, Shepperton-street, Islington.  
McClellan, John, Newton-road, Bayswater.  
Stirke, Henry, 884, Old Kent-road; and 5, Stock Orchard-street, Holloway (on April 20, 1868).  
Talbot, Charles Henry, 41, Finsbury-circus.  
Thorowgood, Frederick William, Wood Green, Middlesex.  
Waghorn, Charles James, 20, Sutherland-square, Waltham.  
Wheeler, Frederic George, Oberstein-road, New Wandsworth.  
Windsor, William, 28 and 49, Francis-terrace, Victoria-park

COURT PAPERS.

COURT OF PROBATE,

AND

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

*Sittings in and after Easter Term, 1868.*

COURT OF PROBATE.

|                |          |              |          |
|----------------|----------|--------------|----------|
| Thursday ..... | April 16 | Friday ..... | April 17 |
| Saturday ..... | " 18     |              |          |

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Friday .....

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

|                 |          |                |          |
|-----------------|----------|----------------|----------|
| Wednesday ..... | April 22 | Thursday ..... | April 30 |
| Thursday .....  | " 23     | Friday .....   | May 1    |
| Saturday .....  | " 25     | Saturday ..... | " 2      |
| Wednesday ..... | " 29     |                |          |

TRIALS BY JURY—DIVORCE AND MATRIMONIAL CAUSES.

|                 |       |                 |        |
|-----------------|-------|-----------------|--------|
| Wednesday ..... | May 6 | Wednesday ..... | May 13 |
| Thursday .....  | " 7   | Thursday .....  | " 14   |
| Friday .....    | " 8   | Friday .....    | " 15   |
| Saturday .....  | " 9   | Saturday .....  | " 16   |

The judge will sit in chambers at eleven o'clock to hear summonses, and in court at twelve o'clock to hear motions, on Tuesday, April 21, and each succeeding Tuesday until May 12, inclusive.

All papers for motions in the Court of Probate to be heard on Tuesday, April 21, must be left with the Clerk of the Papers, and for motions to be heard on that day in the



Court for Divorce and Matrimonial Causes with the Chief Clerk, before two o'clock on the preceding Wednesday; and for motions to be heard on the succeeding days appointed for hearing motions before two o'clock on the preceding Thursday.

### QUEEN'S BENCH.

#### REGULA GENERALIS.

It is ordered that on motions founded on affidavits made on the Crown side of this court after Hilary Term it shall be lawful for either party, with leave of the Court or a judge, to make affidavits in answer to the affidavits of the opposite party upon any new matter arising out of such affidavit.

### EXCHEQUER CHAMBER.

#### SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

|                |        |                 |        |
|----------------|--------|-----------------|--------|
| QUEEN'S BENCH. |        |                 |        |
| Saturday ..... | May 9  | Monday .....    | May 11 |
| COMMON PLEAS.  |        |                 |        |
| Tuesday .....  | May 12 | Wednesday ..... | May 13 |
| EXCHEQUER.     |        |                 |        |
| Thursday ..... | May 14 | Friday .....    | May 15 |

The will of James Anderson, Esq., solicitor, late C.C. for Farringdon without, was proved in the London Court on the 18th ult. by the executors and trustees, the Rev. S. G. Fawcett, M.A., and W. J. Payne, Esq. The personality was sworn under £7,000. The will is dated April 26, 1866, and testator died at his residence, Cypress House, Dulwich, January 23 last, aged 85. There are several legacies to relatives and friends. He leaves to the Honourable Society of Clifford's Inn the various presentations of plate and other valuable mementoes which were made to him by members of Clifford's Inn, the Honourable the Irish Society, the Aldersgate-street Dispensary, and by several of his friends, on attaining his 80th year. He also leaves to them in trust £200, to expend the interest every three years in keeping in repair his tomb in the cemetery of Highgate; the surplus they may expend amongst themselves. He also leaves the sum of £100 to place a tablet on his monument to the memory of himself and his wives. He bequeaths to the County Hospital, Lincoln, £20. To each of his executors a legacy of 25 guineas. The residue of his property he leaves to Georgina and Emily, the daughters of his late wife, equally between them.—*City Press*.

**THE LORD CHANCELLOR'S RECEPTION.**—Lord Cairns held his first reception of her Majesty's judges, Queen's Counsel, and other leading members of the legal profession, since his appointment to the Chancellorship, on Wednesday morning, at his residence, 5, Cromwell House, South Kensington. In consequence of the many changes which have recently taken place on the judicial bench, and other circumstances, much anxiety was felt amongst the profession to pay respect to the new Chancellor. The Lord Chief Justice of England, the Lord Chief Baron of the Exchequer, and the Lord Chief Justice of the Court of Common Pleas arrived early, and with them were Lord Justice Sir W. P. Wood, Lord Justice Selwyn, Vice-Chancellor Giffard, Mr. Justice Hannen, Sir R. J. Phillimore, Dean of Arches; Sir William Balliol Brett, Solicitor-General; and Sir Travers Twiss, Queen's Advocate, and Mr. Deane, Admiralty Advocate who have recently been advanced to their respective posts. All these gentlemen received the hearty congratulations of the bar and the bench. Amongst those who followed in quick succession, and who on their arrival formally paid their respects to the Chancellor, were Mr. Serjeant Payne, Mr. Coleridge, Q.C., M.P., Sir John Karlake (Attorney-General), Sir W. Alexander, Mr. Pollock, Q.C., Mr. Denman, Q.C., Mr. H. S. Giffard, Q.C., Mr. W. M. James, Q.C., Mr. E. Karlake, Q.C., Mr. Temple, Q.C., Mr. Cleasby, Q.C., Mr. Forsyth, Q.C., Mr. O'Malley, Q.C., Mr. Rodwell, Q.C., Mr. Higgins, Q.C., Mr. Southgate, Q.C., Mr. Denman, Q.C., M.P., Mr. Mellish, Q.C., Mr. Serjeant Ballantine, Mr. Serjeant T. Atkinson, Mr. Grove, Q.C., Mr. T. Chambers, Q.C., Mr. Serjeant O'Brien, Mr. Montagu Chambers, Q.C., M.P., Sir Roundell Palmer, Q.C., M.P., Mr. Huddleston, Q.C., M.P., &c. Amongst the judges present were Mr. Baron Martin, Mr. Justice Willes, Mr. Justice Mellor, Sir James Wilde, Mr. Justice Byles, Mr. Justice Montagu Smith, Baron Pigott, Mr. Justice Blackburn, Mr. Justice Keating, Baron Bramwell, Vice-Chancellor Malins, and Vice-Chancellor Stuart. After breakfast their lordships were escorted by the High Constable of Westminster to their respective courts.—*Standard*.

### PUBLIC COMPANIES.

#### ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, April 9, 1868.

[From the Official List of the actual business transacted.]

#### GOVERNMENT FUNDS.

|                               |                                 |
|-------------------------------|---------------------------------|
| 3 per Cent. Consols, 93½      | Annuities, April, '85 12½       |
| Ditto for Account, May 5, 93½ | Do. (Red Sea T.) Aug. 1908      |
| 3 per Cent. Reduced, 92½      | Ex Bills, £1000, per Ct. 20 p m |
| New 3 per Cent., 92½          | Ditto, £500, Do 15 p m          |
| Do. 3½ per Cent., Jan. '94    | Ditto, £100 & £200, — p m       |
| Do. 2½ per Cent., Jan. '94    | Bank of England Stock, 5½ per   |
| Do. 5 per Cent., Jan. '73     | Ct. (last half-year) 243        |
| Annuities, Jan. '80 —         | Ditto for Account,              |

#### INDIAN GOVERNMENT SECURITIES.

|                                     |                                       |
|-------------------------------------|---------------------------------------|
| India Stk., 10½ p Ct. Apr. '74,     | Ind. Inf. Pr., 5 p Ct., Jan. '73 103½ |
| Ditto for Account                   | Ditto, 5½ per Cent., May, '79         |
| Ditto 5 per Cent., July, '80 114½   | Ditto Debentures, per Cent.,          |
| Ditto for Account                   | April, '84                            |
| Ditto 4 per Cent., Oct. '88 106½    | Do. Do., 5 per Cent., Aug. '73        |
| Ditto, ditto, Certificates, —       | Do. Bonds, 5 per Ct., £1000, 27 p m   |
| Ditto Enhanced Ppr., 4 per Cent. 8½ | Ditto, ditto, under £1000, — p m      |

#### RAILWAY STOCK.

| Shres. | Railways.                                   | Paid. | Closing Price |
|--------|---|-------|---------------|
| Stock  | Bristol and Exeter .....                    | 100   | 83            |
| Stock  | Caledonian .....                            | 100   | 73            |
| Stock  | Glasgow and South-Western .....             | 100   | 103           |
| Stock  | Great Eastern Ordinary Stock .....          | 100   | 24½           |
| Stock  | Do., East Anglian Stock, No. 2 .....        | 100   | 7½            |
| Stock  | Great Northern .....                        | 100   | 103           |
| Stock  | Do., A Stock .....                          | 100   | 99½           |
| Stock  | Great Southern and Western of Ireland ..... | 100   | 96            |
| Stock  | Great Western—Original .....                | 100   | 50½ x d       |
| Stock  | Do., West Midland—Oxford .....              | 100   | 30            |
| Stock  | Do., do., Newport .....                     | 100   | 30            |
| Stock  | Lancashire and Yorkshire .....              | 100   | 126½          |
| Stock  | London, Brighton, and South Coast .....     | 100   | 52½           |
| Stock  | London, Chatham, and Dover .....            | 100   | 194           |
| Stock  | London and North-Western .....              | 100   | 115½          |
| Stock  | London and South-Western .....              | 100   | 86            |
| Stock  | Manchester, Sheffield, and Lincoln .....    | 100   | 43½           |
| Stock  | Metropolitan .....                          | 100   | 113½          |
| Stock  | Midland .....                               | 100   | 107½          |
| Stock  | Do., Birmingham and Derby .....             | 100   | 74            |
| Stock  | North British .....                         | 100   | 34            |
| Stock  | North London .....                          | 100   | 116           |
| 10     | Do., 1866 .....                             | 7½    | 8½            |
| Stock  | North Staffordshire .....                   | 100   | 55            |
| Stock  | South Devon .....                           | 100   | 45            |
| Stock  | South-Eastern .....                         | 100   | 74½           |
| Stock  | Taff Vale .....                             | 100   | 144           |

\* A receives no dividend until 6 per cent. has been paid to B.

### MONEY MARKET AND CITY INTELLIGENCE.

The week opening with the holidays, there was, of course, a cessation of business; subsequently business recommenced with scarcely an alteration from the tone of last week. Later, however, a sudden movement took place, in sympathy apparently with a rise on the Paris Bourse; consols were quoted at 93½ to 94 and railway investments, which had previously shown some tendency to firmness, became rather stronger. Foreign securities have also improved. The amount of stock floating in the market is small, and it therefore seems probable that in the event of the present rally enduring for a day or two, a material advance may be the result.

### ESTATE EXCHANGE REPORT.

#### AT THE MART.

March 31.—By Messrs. J. J. CLEMMENS & SONS.

Leasehold business premises, No. 1, Fiskitt-terrace, Shacklewell-lane, Kingsland; annual value £120; term, 99 years from 1867, on one penny per annum—Sold for £13,000.

April 1.—By Messrs. EDWIN FOX & BOUSFIELD.

Leasehold, 15 houses, 3 with shops, Nos. 47 to 61, Murray-street, Hox. ton, producing £232 per annum; term, 99 years from 1842, at £92 per annum—Sold for £5,150.

Leasehold, 2 houses and shops, Nos. 195 and 196, Edgware-road, producing £125 per annum; term, 4 years unexpired, at £6 12s. per annum—Sold for £340.

Leasehold, 2 houses, Nos. 101 and 103, Lisson-grove North, producing £91 per annum; term, 24 years unexpired, at £15 15s. per annum—Sold for £705.

Leasehold house, No. 10, Cumberland-terrace, Bayswater, let at £12 per annum; term, 79 years from 1867, at £7 per annum—Sold for £365.

April 7.—By Messrs. DRIVER & CO.  
Leasehold town residence, No. 6, Cavendish-place, near Regent's-park; term, 53 years unexpired, at £25 per annum—Sold for £5,900.  
Leasehold stabling and coach house premises, No. 15, Queen Anne's-mews, adjoining above; term, 14 years unexpired, at £36 per annum—Sold for £5.

Freehold, 4 houses and shops, Nos. 51 to 54, Millbank-street, Westminster—Sold for £4,500.  
Leasehold house, No. 13, Church-street, Westminster, let at £65 per annum; term, 16 years unexpired, at £32 per annum—Sold for £325.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Freehold, 2 houses, Nos. 30 and 31, Crimscoot-street, Bermondsey annual value £56—Sold for £350.

Freehold, 9 acres of building land in Acton-lane, and 2 copyhold houses, let at £20 per annum, facing Acton-green—Sold for £5,860.

Freehold residence, No. 2, Ebor-terrace, Albion-road, Stoke Newington, let at £46 per annum—Sold for £650.

Freehold residence, No. 7, Ebor-terrace, let at 48 per annum—Sold for £610.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

ELLIS—On April 11, at Whitburn, the wife of R. K. A. Ellis, Esq., Solicitor, Sunderland, of a daughter.

SELBY—On April 12, at No. 1, Cecil-street, Strand, the wife of John C. Selby, Esq., Solicitor, of a daughter.

### MARRIAGE.

ACLAND—GODFREY—On April 14, at Abingdon, the Rev. C. L. Acland, of Folkestone, to Elizabeth Milligen, daughter of Daniel Godfrey, Esq., Solicitor, Abingdon.

### DEATHS.

CLARK—On April 7, Edith Atwood Clark, daughter of Henry Clark, Esq., Solicitor, Trowbridge, aged three years and two months.

KIRBY—On April 15, at his residence, 57, Queen's-gate, George Goldsmith Kirby, Esq., late of Twickenham, aged 63.

LEACH—On Feb. 21, John Vincent Leach, Esq., Barrister-at-Law, Clerk of Courts and Keeper of Records in British Honduras, aged 52.

PALMER—On April 10, William Palmer, Esq., Solicitor, of Birmingham, and of Finsall-park, Worcestershire, aged 56.

PHILLIPS—On Jan. 14, at Plymouth, Thomas Phillips, Esq., Solicitor, aged 65.

PRATT—On April 13, at Upper Norwood, Frederick Thomas Pratt, Esq., D.C.L., Advocate, Doctors'-commons, aged 63.

## LONDON GAZETTES.

### Winding-up of Joint Stock Companies.

FRIDAY, April 10, 1868.

#### LIMITED IN CHANCERY.

Kirkstall Patent Axle Company (Limited).—Petition for winding up, presented April 9, directed to be heard before the Master of the Rolls on April 25. Torr & Co, Bedford-road.

Velletri and Terracina Railway Company (Limited).—Petition for winding up, presented March 17, directed to be heard before Vice-Chancellor Gifford on April 18. Greenhill, Gracechurch-st, solicitor for the petitioner.

Westminster Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated March 28, appointed Francis Housman, 5, New-sq, Lincoln's-inn, and Thomas Thompson, 14, Old Jewry-chambers, to be provisional official liquidators.

#### UNLIMITED IN CHANCERY.

Ciffden Benefit Building Society.—Vice-Chancellor Malins has, by an order dated April 7, appointed William Dew, Bangor, Carnarvon, to be provisional liquidator.

### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, April 10, 1868.

Brake, Wm, Ham-hill, Somerset, Stonemason. May 7. Chapman & Brake, M. R.

Harrison, Geo, Cocknoe, Northampton, Farmer. April 25. Williams & Higgins, V.C. Stuart.

### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 10, 1868.

Baylis, Hy, Loddiges-rd, Hackney, Gent. June 24. Donne, Prince's-st, Spitalfields.

Beaton, Wm, Clement, Wabrough York, Glass Manufacturer. May 4. Coward, Rotherham.

Clark, Fisher, Rye, Sussex, Miller. May 6. Dawes, Rye.

Cooper, Maria, Earl-st, Kensington. May 15. Tatton, Lower Phillimore-pl, Kensington.

Crisp, Susannah, Gt Malvern, Worcester, Spinster. August 1. Parker & Co, Worcester.

Crosdale, Jas, Manch, Cap Manufacturer. May 21. Marsland & Addleshaw, Manch.

Day, John, Southwark-bridge-rd, Vestry Clerk. May 10. Ashurst & Co, Old Jewry.

Edwards, Eliz, Dayhouse, Kingsland, Hereford, Widow. May 20. Lloyd, Leominster.

Finch, Hon Danl, Diddington-hall, Warwick. June 22. Bennett & Co, New-sq, Lincoln's-inn.

Harford, Ann, Peel, Easton, Gordane, Somerset, Widow. April 30. Bayley, Churchill.

Harker, Stephen, Warrington, Lancaster, Whitesmith. May 1. Beaumont & Davies, Warrington.

Harris, Robt, Rotherham, York, Iron Founder. May 4. Coward, Rotherham.

Jefferys, Edwin, Thos, Gosport, Southampton, Gent. May 23. Hellard & Son, Portsmouth.

Henry, Rev Etienne, Leicester-sq, Clerk. May 30. Vincent, South-sq, Gray's-inn.

Howard, Jas Hammet, Beeches-green, Gloucester, Cloth Merchant. June 30. Winterbotham, Stroud.

Lancefield, Geo Thos, Mitcham, Esq. May 20. Fuvoye & Flower, John-st, Bedford-row.

Loaring, John, Ilminster, Somerset, Innkeeper. May 16. Dommett & Canning, Chard.

Marshall, Geo, Tibthorpe, York, Farmer. May 7. Hodgson, Gt Driffield.

Murdoch, Wm, Lower-rd, Rotherhithe, Doctor. June 8. Prentice, Whitechapel-rd.

Overton, Thos, Louth, Lincoln, Merchant. June 1. Bell, Louth.

Paine, Wm Hy, Hornsey-row, Upper-st, Islington, Plumber. July 1. Waller & Scott, Coleman-st.

Penn, Richd, Guildford, Surrey, Rate Collector. May 25. Curtis, Guildford.

Preston, Abraham, Salford, Lancaster, Gent. June 8. Norris & Wood, Manch.

Raven, Wm, Cambridge-circus, Hackney-rd, Gent. June 24. Donne, Prince's-st, Spitalfields.

Rushton, Mary, Sutton, Chester. May 18. Norris, Macclesfield.

Ryley, Jas Hunter, Louth, Lincoln, Stonemason. June 1. Bell, Louth.

Sawyer, Wm, Wych-st, Strand, Licensed Victualler. May 6. Nash & Co, Suffolk-lane, Cannon-st.

Smijth, Letitia Cloely Bowyer, Thorpe Lee, Surrey, Widow. May 15. Donville, & Co, New-sq, Lincoln's-inn.

Tanner, Wm, West Stowell, Wilts, Gent. May 2. Tanner Marden, Devizes.

Walker, Thos, Montpelier-st, Brompton, Carpet Beater. May 1. Pamphilon, Brompton-rd.

Whittingham, Jas, Grindley Brook, Whitechurch, Salop, Innkeeper. May 18. Jones, Whitechurch.

Winn, Chas, Greenwich, Kent, Timber Merchant. May 31. Chilton & Co, Chancery-lane.

### TUESDAY, April 14, 1868.

Barnes, John, Cheltenham, Gloucester, Confectioner. May 9. Jessop Cheltenham.

Bates, Edwd, Easenhall, Warwick, Farmer. May 30. Benn, Rugby.

Blanchard, John, Whitby, York, Gent. June 1. Richardson & Co, York.

Brown, Wm, Bridge, nr Canterbury, Kent. May 16. Sankey & Co, Canterbury.

Clark, Isaac Fredk, Downham, Essex, Farmer. May 20. Duffield & Bruty, Tokenhouse-yard.

Crisp, Susannah, Gt Malvern, Worcester, Spinster. Aug 1. Parker & Co, Worcester.

Fiddian, Wm, Birm, Merchant. June 10. Danks, Birm.

Fiddian, Thos Bowyer, Birm, Merchant. June 10. Danks, Birm.

Greaves, Edmond, Haversham, Buckingham, Esq. June 8. Parrott, Stony Stratford.

Harvey, William Mannly, Little Mongeham, Kent, Clerk. June 13. Sladen, King's-arms-yard, Coleman-st.

Lovegrove, Jas Saml, John-st, Bedford-row, Esq. May 10. Grover & Humphreys, King's-bench-walk, Temple.

Skipsey, Richd, Sunderland, Durham, Clerk. May 29. Wright, Sunderland.

Tanner, Wm, West Stowell, Wilts, Gent. May 2. Tanner, Marden.

Watkins, Edwd, Eydon, Northampton, Gent. May 20. Williams, Birm.

Welch, Richd, Lpool, Licensed Victualler. May 7. Harris & Culehaw, Lpool.

### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 10, 1868.

Adams, John, Leicester, Boot Manufacturer. April 3. Comp. Reg April 9.

Allison, John Swallow, Durham, Flour Miller. March 12. Asst. Reg April 8.

Ashworth, Robt, & Kelsall Hyde, Godley, Chester, Hat Manufacturers. March 24. Comp. Reg April 9.

Baker, Chas, Bristol, Boot Dealer. March 20. Comp. Reg April 9.

Bartlett, Richd Gray, Wolverhampton, Stafford, Stationer. April 2. Comp. Reg April 9.

Birch, John, Birm, Licensed Victualler. March 18. Comp. Reg April 4.

Bixby, John Carlton, Havre, France, Provision Merchant. April 3. Asst. Reg April 8.

Blackshaw, Chas, Sunderland, Durham, Upholsterer. April 3. Comp. Reg April 9.

Bolt, Thos, Bedminster, Bristol, Bootmaker. April 2. Asst. Reg April 9.

Bradley, John, Sheffield-pk, York, Provision Dealer. March 31. Asst. Reg April 9.

Bradshaw, Joseph, & Jas Bradshaw, Wolverhampton, Stafford, Millers. March 27. Asst. Reg April 8.

Browne, Geo, Dover, Kent, Fancy Dealer. March 21. Comp. Reg April 8.

Coffen, Emma, Kensington-pk-rd, Milliner. March 14. Asst. Reg April 8.

Crosby, Wm, jun, Chester, Boot Dealer. March 13. Comp. Reg April 9.

Davies, Idris, Dinas, nr Pontypridd, Glamorgan, Surgeon. March 12. Comp. Reg April 8.

Eaton, Chas, Hy Sherratt, Geo Barker, Chas Cope, & Jas Dean, Cherterton, Stafford, Coal Masters. March 13. Asst. Reg April 7.

Eccles, Jas, Paddock, nr Huddersfield, Grocer. March 26. Asst. Reg April 9.

Edwards, John, Newcastle-upon-Tyne, Flour Dealer. March 18. Asst. Reg April 7.

Flynn, John, Huddersfield, York, Furniture Broker. March 12. Asst. Reg April 8.

Foot, Richd, Freeschool-st, Southwark, Grocer. March 27. Comp. Reg April 6.

Gallon, Jas, Millbridge, York, Corn Miller. Jan 18. Asst. Reg April 7.

Gardener, John Falser, Bristol. March 19. Asst. Reg April 8.

Goddard, John Knight, Kintbury, Berks, Baker. March 16. Asst. Reg April 9.

Greenhalgh, Thos, Manch, Silk Broker. March 30. Comp. Reg April 8.  
 Griffin, Richd, Lupus-st, St George's-sq, Pimlico, Dairyman. March 26.  
 Comp. Reg April 8.  
 Hargreaves, Benj, Habergam Eaves, Lancaster. April 3. Asst. Reg April 8.  
 Hatch, Wm, Southampton, Grocer. March 27. Comp. Reg April 9.  
 Hickin, Richd, Burslem, Stafford, Beerseller. April 2. Comp. Reg April 8.  
 Hyde, Abraham, Roman-rd, Old Ford, out of business. April 8. Comp. Reg April 9.  
 Jarrett, Wm, Ashford, Kent, Bootmaker. March 17. Comp. Reg April 9.  
 Jones, Louis, Mark-lane, Merchant. March 21. Asst. Reg April 7.  
 Jones, Edwd, Carperby, York, Stonemason. March 27. Asst. Reg April 8.  
 Kempster, Jas, St George's, Salop, Draper. March 26. Asst. Reg April 9.  
 Laing, David, South Shields, Durham, Grocer. March 19. Asst. Reg April 8.  
 Lowther, Chas, New North-st, Red Lion-sq, Licensed Victualler. April 8. Comp. Reg April 9.  
 Marshall, Fredk, Cheltenham, Gloucester, Attorney. March 26. Comp. Reg April 9.  
 McMichael, Andrew, Sutherland-sq, Walworth, Clerk. April 7. Comp. Reg April 7.  
 Moss, Thos Richd, Bristol, Beer Retailer. March 24. Comp. Reg April 7.  
 Nash, John, Reed Court, Kent, Farmer. March 16. Inspectorship. Reg April 9.  
 Norman, Hy, Horse Shoe-yard, Brook-st, Bond-street, Builder. March 23. Comp. Reg April 8.  
 Owen, Wm, Warrington, Boat Dealer. March 17. Asst. Reg April 7.  
 Parker, Wm, Chester, Timber Merchant. March 30. Comp. Reg April 9.  
 Press, Hy Julius, Leonard-st, Bromley-by-Bow, Baker. April 8. Comp. Reg April 9.  
 Preston, Wm, Manch, Comm Agent. March 13. Conv. Reg April 8.  
 Randall, Jas, Sunbury, Butcher. April 8. Comp. Reg April 9.  
 Rea, Thos Albert, Newcastle-upon-Tyne, Baker. March 14. Asst. Reg April 8.  
 Render, Thos, West Wotton, York, Tailor. March 16. Asst. Reg April 8.  
 Rickley, Nicholas, Corbridge, Northumberland, Tailor. March 31. Asst. Reg April 8.  
 Ritchie, Fredk, Birm, Leather Dresser. March 28. Comp. Reg April 8.  
 Roberts, Julius, Seaford, Sussex, Captain. March 31. Asst. Reg April 8.  
 Sawyer, John Wm, Dulwich, Builder. April 8. Asst. Reg April 9.  
 Scott, Jas, Batley Carr, near Dewsbury, York, Rag and Shoddy Merchant. March 20. Comp. Reg April 9.  
 Slee, Thos Pelling, Geo Slee, & Thos. Edwd Slee, Russell-pl, Russell-st, Bermondsey. Mustard Manufacturers. March 12. Asst. Reg April 9.  
 Smith, Geo, Jun, Upper Gornal, Stafford, Butcher. March 15. Comp. Reg April 9.  
 Smith, Wm, Faringdon, Berks, Veterinary Surgeon. March 13. Asst. Reg April 9.  
 Stride, Jas Richd Hillier, Robert-ter, King's-road, Chelsea, Builder. March 10. Comp. Reg April 9.  
 Stuchbery, Jas Matthew, Park-ter, Battersen, Cheesemonger. April 4. Asst. Reg April 9.  
 Swonell, Edmund, Aylesbury-st, Walworth, out of business. March 11. Comp. Reg April 8.  
 Thomas, Wm Louis, Market-row, Cassland-road, Grocer. March 2. Comp. Reg April 9.  
 Torbit, Jas, Alired-st, Colebrooke-row, Islington, Draper. April 16. Asst. Reg April 7.  
 Turrall, Jeremiah Dawson, Brinklow, Warwick, Cooper. March 11. Comp. Reg April 8.  
 Van Stan, Fredk, Margate, Kent, Dealer in Jewellery. March 31. Comp. Reg April 9.  
 Wallis, Octavius Augustus, Sloane-st, Knightsbridge, Milliner. March 13. Comp. Reg April 9.  
 Walter, Hy Sherborne, Pittfield-st, Hoxton, Draper. April 6. Comp. Reg April 8.  
 Westbrook, Fredk, Woodbridge, Suffolk, Grocer. March 24. Asst. Reg April 8.  
 Wood, Joseph, Peck-lane, Nottingham, Hair Dresser. April 6. Comp. Reg April 7.  
 Wood, Saml, Pages-walk, Old Kent-road, House Decorator. March 18. Comp. Reg April 8.

TUESDAY, April 14, 1868.

Butcher, Jas, Tannington, Suffolk, Grocer. March 13. Comp. Reg April 11.  
 Fox, Richd, Ordsall, Nottingham, Gent. March 13. Asst. Reg April 9.  
 Gilbert, Thos Field, Jun, Charles-st, Portland Town, St. John's-wood, Gent. March 28. Comp. Reg April 11.  
 Glover, Chas, Kingston-upon-Hull, Licensed Victualler. March 14. Comp. Reg April 11.  
 Gurr, Geo, East-st, Kennington-rd, Beer-house Keeper. March 27. Comp. Reg April 9.  
 Hargreaves, John Edwood, Birkenhead, Chester, Grocer. April 11. Asst. Reg April 10.  
 Hartill, Enoch, Willenhall, Stafford, Bolt Manufacturer. April 6. Comp. Reg April 11.  
 Hull, John, Manchester, Floor Cloth Manufacturer. March 17. Asst. Reg April 11.  
 Rogers, Jas Fredk, Birm, Grocer. March 27. Asst. Reg April 9.  
 Thomas, Geo, Lpool, Tailor. April 4. Asst. Reg April 11.  
 Thompson, Wm Thos, Adelaide-pl, London Bridge, Lighterman. April 7. Comp. Reg April 11.  
 Wood, John, Aldersgate-st, Attorney-at-Law. Jan 7. Comp. Reg April 7.

### Bankrupts.

FRIDAY, April 10, 1868.

To Surrender in London.

Barfoot, Hy, Princes-rd, Notting-hill, Slater. Pet April 3. April 22 at 1. Hicks, Orchard-st, Portman-sq.  
 Barnes, Geo Herbert, Aldersgate-st, Coffee-house Keeper. Pet April 7. Pepps. May 1 at 1. Burr, Paternoster-row.  
 Bradbeer, Geo Wm, Lowestoft, Suffolk, Ship Chandler. Pet March 30. Pepps. May 1 at 2. Price, Sergeant's-inn, Fleet-st.  
 Budd, Edwin, Bradley-ter, Wandsworth-rd, Grocer. Pet April 3. April 22 at 1. Sole & Co, Aldermanbury.  
 Cartner, John, Stanhope-st, Hampstead-rd, Baker. Pet April 8. Pepps. May 1 at 1. Pittman, Guildhall-chambers.  
 Cooper, Wm, Aston, Warwick, Attorney. Pet March 31. Pepps. April 24 at 1. Stoken & Jupp, Leadenhall-st.  
 Conte, Graziano, Prisoner for Debt, London. Pet April 8 (for pau). Pepps. May 1 at 1. Drake, Basinghall-st.  
 Goodman, Chas, Atholstan-rd North, Bow, Builder. Pet April 6. Roche. April 23 at 1. Francis, Tokenhouse-yard.  
 Guy, Wm, Lewes, out of business. Pet April 6. April 29 at 12. Lawrance & Co, Old Jewry-chambers.  
 Hayward, Richd, Jun, South End, Croydon, Baker. Pet April 4. Roche. April 22 at 1. Marshall, Lincoln's-inn-fields.  
 Keen, Hy Joseph, Barclay-st, Somers-town, Wheelwright. Pet April 6. Pepps. May 1 at 12. Ricketta, Frederick-st, Gray's-inn-rd.  
 Lambert, Fredk, Pentonville-rd, Eating-house Keeper. Pet April 6. April 22 at 12. Price, St James's-rd, Holloway.  
 Lucas, John, Oxford-st, Glass Merchant. Pet April 7. Roche. April 22 at 1. Smith & Son, Farnival's-inn.  
 Mackay, Robt, Prisoner for Debt, London. Pet April 8 (for pau). Roche. April 29 at 12. Goaty, Bow-st, Covent-garden.  
 Munro, Wm Dundas, Warwick-lane, Meat Salesman. Pet April 8. Roche. April 29 at 12. Hicks, Orchard-st, Portman-sq.  
 Peck, John, Newnham-st, Edgware-rd, out of business. Pet April 3. April 22 at 3. Feverley, Coleman-st.  
 Rawson, Saml, Oundle, Northampton, out of business. Pet April 3. Roche. April 22 at 12. Rooks & Co, Eastcheap.  
 Rice, Thos, St John-st, Clerkenwell, Licensed Victualler. Pet April 4. Pepps. April 23 at 12. Parkes, Beaufort-bldgs, Strand.  
 Stirling, Saml, Middleton-rd, Dalston, Wholesale Warehouseman. Pet April 6. Roche. April 22 at 1. Breden, London-wall.  
 Steer, Eliza, Shepperton, Hotel Keeper. Pet April 7. Roche. April 22 at 1. Cooper, Billiter-st.  
 Warne, Wm, Parker-st, Drury-lane, Builder. Pet April 4. Pepps. May 1 at 12. Parkes, Beaufort-bldgs, Strand.  
 Watson, Hy Waddell, Stepney-green, Assistant to a Draper. Pet April 6. Pepps. May 1 at 12. Steadman, London-wall.  
 Wilson, John, Holloway-rd, Islington, Draper. Pet April 7. April 29 at 12. Holland, St Knight Rider-st, Doctors'-commons.

To Surrender in the Country.

Addison, Thos Lowe, Bilston, Stafford, Butcher. Pet April 1. Brown. Wolverhampton, April 16 at 12. Barrow, Wolverhampton.  
 Barrett, Geo, Harleston, Norfolk, Butcher. Pet April 5. Lyus. Harleston, April 22 at 11. Gudgeon, Stowmarket.  
 Bmtarbee, John, Malpas, Chester, Licensed Victualler. Pet April 7. Lpool, April 22 at 12. Humphreys, Wrexham.  
 Blackwood, Hannah Isabella, North Shields, Northumberland, Jeweller. Pet March 28. Gibson. Newcastle-upon-Tyne, April 21 at 12. Tinley & Co, North Shields.  
 Boyes, Wm. Pet April 3 (for pau). Dunn. Lancaster, April 22 at 12. Rawlinson, Lancaster.  
 Bull, Benj, Prisoner for Debt, Oxford. Adj March 23. Dudley. Oxford, April 21 at 10.  
 Buxton, John, Aston-juxta-Birm, Warehouse Clerk. Pet April 7. Guest. Birm, April 24 at 10. Robinson, Birm.  
 Callaghan, Matthew Mark, Frome Selwood, Somerset, Drill Sergeant. Pet April 7. Moseley. Frome, April 23 at 11. Macartilly, Frome.  
 Carr, Geo, Brigg, Lincoln, Innkeeper. Pet April 8. Leeds, April 22 at 12. Stamp & Co, Hull.  
 Clark, Saml, Prisoner for Debt, Bristol. Adj April 7 (for pau). Harley. Bristol, April 24 at 12.  
 Clarke, Fanny Susannah Harriet, Derby, Schoolmistress. Pet April 6. Weller. Derby, April 22 at 12. Heath, Derby.  
 Clegg, Solomon, Middlesbrough, York, Beerhouse Keeper. Pet April 3. Crosby. Stockton-on-Tees, April 20 at 11.30. Dobson, Middlesbrough.  
 Cox, John Sealy, Weston-super-Mare, Somerset, Retailer of Beer. Pet April 6. Davies. Weston-super-Mare, April 21 at 11. Smith, Weston-super-Mare.  
 Craddock, Chas, Kingsthorpe, Northampton, Beerseller. Pet April 7. Dennis. Northampton, April 26 at 10. Tomalin, Jun, Northampton.  
 Davis, John Morgan, Tettenhall, Stafford, Blacksmith. Pet April 1. Brown. Wolverhampton, May 4 at 12. Underhill, Wolverhampton.  
 Eyre, Saml, Snelton, Nottingham, Coal Merchant. Pet April 7. Tudor. Birm, April 21 at 11. Brewster, Nottingham.  
 Farmer, Joseph, Birm, Nail Manufacturer. Pet April 8. Hill, Birm, April 22 at 12. Fitter, Birm.  
 Faulkner, Wm, Holbeck, Lincoln, Publican. Pet April 6. Caparn. Holbeck, April 30 at 10. Starton, Holbeck.  
 Forsyth, Wm, Exeter, Boot Dealer. Pet April 6. Exeter. April 23 at 12. Rogers, Exeter.  
 Frackelton, Wm, Bootle, Lpool. Pet April 3. (for pau). Dunn. Lancaster, April 22 at 12. Johnson & Tilly, Lancaster.  
 Garlick, Joseph Hall, Kidderminster, Worcester, Farmer. Pet April 7. Tudor. Birm, April 24 at 11. James & Griffin, Birm.  
 Gilbert, Eliz, Vassall, Stafford, Widow. Pet April 6. Birm, April 22 at 12. Glover, Walsall.  
 Gillett, Wm, Sheffield, York, Coach Builder. Pet April 8. Leeds May 6 at 12. Smith & Burdakin, Sheffield.  
 Graham, Anne Robina, Brighton, Sussex, Professor of Languages. Pet April 7. Evershed. Brighton, April 27 at 11. Runnacles.  
 Hughes, Wm, Abergele, Denbigh, Grocer. Pet April 6. Sisson. Rhyl, April 25 at 10. Williams, Rhyl.  
 Huxtable, Jas, Lynbridge, Devon, Innkeeper. Pet April 7. Benorcraft. Barnstaple, April 24 at 12. Thorne, Barnstaple.  
 Lance, Edwin, Poole, Coach Builder. Pet April 4. Dickinson, Poole, April 20 at 11. Viant.



Lawson, Chas, York, Journeyman Printer. Pet April 7. Perkins. York, April 24 at 11. Anderson & Hanchett, York.  
 Leo, Wm, Bradford, York, Grocer. Pet April 4. Bradford. April 24 at 9.15. Hutchinsons, Bradford.  
 Leicester, Peter, Prisoner for Debt, Lancaster. Adj March 18. Lpool. April 22 at 12.  
 Leverington, Sydney, Prisoner for Debt, Norwich. Adj March 20. King's Lynn, April 28 at 11. Beloe, King's Lynn.  
 Lloyd, Wm, Carnarvon, Tea Dealer. Pet April 8. Williams, Carnarvon. April 25 at 11. Turner.  
 Mackey, Alex, Agustus, Cheltenham, Gloucestershire, no Trade. Pet April 4. Gale, Cheltenham, April 21 at 11. Stroud, Cheltenham.  
 Millington, John, Woodditch, Cambridge, Publican. Pet April 6. Bolton. Newmarket, April 23 at 11. Hunt, Cambridge.  
 Mitchell, Wm, Luke, Gorran, Cornwall, Draper. Pet March 26. Exeter. April 21 at 11. Meredith, St Austell.  
 Morris, Jas, Walwyn, Lpool, Manager to a Licensed Victualler. Pet April 7. Lpool, April 22 at 12. Browne, Lpool.  
 Palmer, Wm, Lynton, Devon, Grocer. Pet April 6. Bencraft, Barnstable, April 34 at 12. Thorne, Barnstable.  
 Parkinson, Jas, Widnes, Lancaster, Grocer. Pet April 6. Anadell. St Helen's, April 22 at 11. Swift, St Helen's.  
 Payne, Jas, Syreham, Northampton, Labourer. Pet April 4. Fairthorne, Brackley, April 18 at 11. Whitton, Towcester.  
 Peplow, Joseph, Francis, Hanley, Stafford, Beer-seller. Pet April 8. Challinor, Hanley, May 9 at 11. Tennant, Hanley.  
 Potter, John, Hove, Sussex, Greengrocer. Pet April 7. Evershed. Brighton, April 27 at 11. Lamb, Brighton.  
 Revell, John, Walter, Brimington Common, Derby, Beerhouse-keeper. Pet April 7. Waller, Chesterfield, April 21 at 11. Binney & Son, Sheffield.  
 Richards, Thos, Malsdes, Monmouth, Smith. Pet April 7. Roberts. Newport, April 27 at 2. Hall, Newport.  
 Sargent, John, Lpool, Comm Agent. Pet April 3 (for pau). Dunn, Lancaster, April 22 at 12. Johnson & Tilly, Lancaster.  
 Shotton, Thos, Newcastle-upon-Tyne, Ale Brewer. Pet March 21. Gibson. Newcastle-upon-Tyne, April 21 at 12. Hoyle & Co, Newcastle-upon-Tyne.  
 Smith, Jas, Kirkdale, nr Lpool, Grocer. Pet April 6. Hime, Lpool, April 21 at 3. Henry, Lpool.  
 Spink, Hy, John, Ashton-juxta-Birm, Journeyman Machine Pin Maker. Pet March 31. Guest, Birm, April 24 at 10. Parry, Birm.  
 Southey, Benj Hope, Prisoner for Debt, Bristol. Adj April 8 (for pau). Harley, Bristol, April 24 at 12.  
 Swift, Thos, Salford, Lancaster, General Comm Agent. Pet April 3. Dunn, Lancaster, April 22 at 12. Johnson & Tilly, Lancaster.  
 Thrope, Hy, Derby, Writing Clerk. Pet April 7. Walker, Derby, April 22 at 12. Smith Derby.  
 Towers, Chas, North Cellingham, Nottingham, Farmer. Pet April 7. Tudor, Birm, April 21 at 11.  
 Vincent, Geo, Jackson, & Simon Billingsley Jones, Birm, Metal Rollers. Pet April 7. Hill, Birm, April 22 at 12. Fittor, Birm.  
 Walter, Thos, Bristol, Carpenter. Pet April 4. Harley, Bristol, April 24 at 12. Miller.  
 Weller, Peter, Thurham, Kent. Pet April 6. Acworth, Rochester, April 24 at 3. Pevery, Guildhall-bldg, Basinghall-st.  
 Williams, Lewis, Aberdare, Glamorgan, Innkeeper. Pet April 6. Rees. Aberdare, April 23 at 10. Rosser, Aberdare.  
 Williams, Wm, Dowling, Glamorgan, Labourer. Pet April 6. Shepard. Tredegar, April 27 at 11. Plews, Merthyr Tydfil.

TUESDAY, April 10, 1868.  
 To Surrender in London.

Boulin, Walter Albert Eugene, Tunbridge Wells, Kent, Composer. Pet April 8. Murray. April 27 at 11. Sole & Co, Aldermanbury.  
 Bulstide, Elijah, New-rd, Chelsea, Butcher. Pet April 9. Pepps. May 1 at 2. Cooke, New Broad-st.  
 Chell, John Thos, Prisoner for Debt, London. Pet April 9 (for pau). Roche. April 29 at 1. Dobie, Basinghall-st.  
 Dolman, Saml, Prisoner for Debt, London. Pet April 9 (for pau). Pepps. May 1 at 2. Drake, Basinghall-st.  
 Farrow, Robt, Battlesden, Suffolk, Farmer. Pet April 9. Murray. April 27 at 12. Nichols & Clark, Cook's-ct, Lincoln's-inn.  
 Gates, Geo, Cockshill-bldg, Bartholomew-close, Pork Butcher. Pet April 9. Pook, Lawrence Poultry-lane.  
 Keys, John Jas, Prisoner for Debt, London. Pet April 9 (for pau). Roche. April 29 at 1. Drake, Basinghall-st.  
 Parliour, Chas Joseph, Prisoner for Debt, London. Pet April 8 (for pau). Pepps. May 1 at 1. Popham, Basinghall-st.  
 Ramm, Fredk, Norwich Hot Presser. Pet April 11. Roche. April 29 at 1. Doyle & Edwards, Verulam-bldgs, Gray's-inn.  
 Rodwell, Wm, Tunbridge-st, Euston-rd, Beerhouse Keeper. Pet April 9. Murray. April 27 at 1. Ricketts, Frederick-st, Gray's-inn-rd.

To Surrender in the Country.

Alford, Oliver, Southampton, Grocer. Pet April 9. Thorndike. Southampton, April 22 at 12. Mackey, Southampton.  
 Bell, Jas, Canton, Glamorgan, Land Surveyor. Pet April 9. Langley. Cardiff, April 27 at 11. Baby, Cardiff.  
 Bennion, John, Farnworth, Lancaster, Grocer. Pet April 9. Holden. Bolton, April 29 at 10. Ramwell, Bolton.  
 Blackburn, Arthur Wellesley, Leeds, Attorney. Pet April 4. Leeds, April 27 at 11. North & Sons, Leeds.  
 Cane, Thos, Booden, Stoke-upon-Trent, Stafford, Slipmaker. Pet April 7. Keary. Stoke-upon-Trent, April 25 at 11. Mexon, Hanley.  
 Carling, Wm, Middlesbrough, York, Stock Taker. Pet April 9. Crosby. Middlesbrough, April 27 at 11.30. Dobson, Middlesbrough.  
 Caveney, Jas, Dover, Ash Dealer. Pet April 7. Greenhow. Dover, April 25 at 12. Miter, Dover.  
 Crossley, Job, Barnsley, York, Plumber. Pet April 7. Shepherd. Barnsley, April 28 at 11. Rogers, Barnsley.  
 Davies, John, Narberth, Pembroke, Seed Merchant. Pet April 11. Wilde. Bristol, April 25 at 11. Brittan & Son, Bristol.  
 Dunstan, Jas, Stithians, Cornwall, Grocer. Pet April 11. Exeter, April 24 at 12. Jenkins, Penryn.  
 Farrell, Mary, Prisoner for Debt, Lancaster. Adj March 18. Hutton. Salford, April 25 at 9.30.  
 Featherstone, Wm Thos, Redhill, Surrey, Journeyman Carpenter. Pet April 9. Head. Reigate, April 24 at 2. White, Guildford.

Fetley, Joseph, Bradford, York, Woolstapler. Pet April 2. April 27 at 11. Wood & Killick, Bradford.  
 Fisher, Joseph, Bloxwich, Stafford, out of business. Pet April 6. Walsall, May 6 at 12. Duignan & Co, Walsall.  
 Fossard, Edward, Holmfirth, York, Dyer. Pet April 4. Leeds, April 27 at 11. Bond & Barwick, Leeds.  
 Fullager, Hy, Gt Chart, nr Ashford, Kent, Farm Bailiff. Pet April 6. Dangersfield. Ashford, April 26 at 12. Goodwin, Maidstone.  
 Gardner, Thos Hy. Pet April 7. Chamberlain, Gt Yarmouth, April 27 at 12. Willshire, Gt Yarmouth.  
 Garner, Nicholas Wm, Leicester, Dealer in Hay. Pet April 11. Tudor. Birm, May 5 at 11. Owston, Leicester.  
 Haacock, John Wm, Stretford, Lancaster, out of business. Pet April 9. Macrae. Manch, May 4 at 11. Mann, Manch.  
 Heaton, Isaac, Lane Ends, York, Tailor. Pet April 8. Keighley, April 29 at 3. Harle, Leeds.  
 Hodgson, Jas, Timperley, Chester, out of business. Pet April 9. Nicholson. Warrington, April 30 at 11. Brownell, Altrincham.  
 Hoffman, Octavius Wm, Harborne, Stafford, Surgeon. Pet April 9. Hill. Birm, April 29 at 12. Green, Birm.  
 Hughes, Thos, Peasemansw, Carnarvon, Mason. Pet April 11. Lpool, April 29 at 12. Harris, Lpool.  
 Jackson, Joseph, Bardeny, Lincoln, Labourer. Pet April 9. Uppley. Lincoln, April 27 at 11. Harrison, Lincoln.  
 Jones, Evan, Glamorgan, Shoemaker. Pet April 9. Rees. Aberdare, April 25 at 11. Plews, Merthyr Tydfil.  
 King, Chas, Clifton, Bedford, Begrahop keeper. Pet April 7. Times. Hitchin, April 23 at 10. Barker, Biggleswade.  
 Mebbis, John, Bournemouth, Southampton, Pork Butcher. Pet April 11. Druitt. Christchurch, April 30 at 11. Sharp, Christchurch.  
 Morgan, John, Abergavenny, Monmouth, Butcher. Pet April 8. Batt. Abergavenny, April 28 at 12. Jones, Abergavenny.  
 Morris, Chas Whitworth, Dewsbury, York, Painter. Pet April 9. Nelson. Dewsbury, April 30 at 12. Ibberson, Dewsbury.  
 Murgridge, Jas, Reading, Berks, Hairdresser. Pet April 9. Collins. Reading, April 25 at 10. Smith, Reading.  
 Perkins, Wm Hy, Devonport, Devon, Baker. Pet April 1. Daw. Exeter. April 24 at 11. Flood, Exeter.  
 Price, Wm, Blaiza, Monmouth, Draper. Pet April 4. Wilde. Bristol, April 25 at 11. Press & Co, Bristol.  
 Primall, Saml, Thatcham, Berks, Farmer. Pet April 8. Vines. Newbury, April 21 at 11. Cave, Newbury.  
 Pritchard, Wm, Bishpoff Farm, Monmouth, Farmer. Pet April 9. Wilde. Bristol, April 24 at 11. Beckingham, Bristol.  
 Purslow, Emily, Salford, Lancaster, Dress and Mantle Maker. Pet April 9. Hulton. Salford, April 25 at 9.30. Jones, Manch.  
 Sargent, Wm, Bradford-on-Avon, Wilts, Saddler. Pet April 11. Wilde. Bristol, April 25 at 11. Stone & Spark, Bradford-on-Avon.  
 Scarratt, Joseph, Loughton, Stafford, Butty Collier. Pet April 9. Keary. Stoke-upon-Trent, April 25 at 11. Tennant, Hanley.  
 Seymour, Wm, Carlton in Cleveland, York, Innkeeper. Pet April 9. Perkins. Stokesley, April 28 at 9.30. Dobson, Middlesbrough.  
 Slater, Edmund Ernest West, Newcastle-upon-Tyne, Importer of German Yeast. Pet April 11. Gibson. Newcastle-upon-Tyne, April 24 at 12. Joel, Newcastle-upon-Tyne.  
 Truscott, John, Pembroke, Publican. Pet April 11. Lanning. Pembroke, April 29 at 10. Lanning, Pembroke Dock.  
 Weedon, Wm, Luton, Bedford, Publican. Pet April 9. Austin. Luton, April 28 at 10. Scargill, Luton.  
 Williams, Wm, Llanddonsant, Anglesey, Draper. Pet April 8. Dow. Llangefni, April 23 at 2. Hughes, Holyhead.

BANKRUPTCIES ANNULLED.

FRIDAY, April 10, 1868.

Wyman, Geo, Peel-st, Notting-hill, out of business. April 7.

TUESDAY, April 14, 1868.

Kennicott, Rev Benj Centum, Monkwearmouth, Durham, Clerk April 9.

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**Equity and Real Property Law.**—First Lecture, Monday, April 27, at 8.30. Reader, J. M. Solomon, Esq., M.A.

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| THE BONUS ADDED TO POLICIES at the last Division was | £272,682.   |
| THE TOTAL CLAIMS BY DEATH paid amount to             | £2,369,867. |

The following are among the distinctive features of the Society:—

CREDIT SYSTEM.—On any Policy for the whole of Life, where the age does not exceed 60, one half of the Annual Premiums during the first five years may remain on credit, and may either continue as a debt on the Policy, or be paid off at any time.

LOW RATES OF PREMIUM FOR YOUNG LIVES, with early participation in Profits.

ENDOWMENT ASSURANCES may be effected, without Profits, by which the Sum Assured becomes payable on the attainment of a specified age, or at death, whichever event shall first happen.

INVALID LIVES may be assured at rates proportioned to the increased risk.

PROMPT SETTLEMENT OF CLAIMS.—Claims paid thirty days after proof of death.

The Reversionary Bonus at the Quinquennial Division in 1867 averaged 45 per Cent., and the CASH BONUS 26 per Cent., on the Premiums paid in the 5 years.

The next DIVISION OF PROFITS will take place in January, 1872, and persons who effect NEW POLICIES BEFORE THE END OF JUNE NEXT will be entitled at that Division to one year's additional share of Profits over later Entrants.

Table of Rates and Forms of Proposal can be obtained of any of the Society's Agents, or of

GEORGE CUTCLIFFE, ACTUARY AND SECRETARY,  
13, St. James's-square, London, S.W.

## COMMISSION.

Ten per cent. on the First Premium, and Five per Cent. on Renewals, is allowed to Solicitors. The Commission will be continued to the Person introducing the Assurance, without reference to the channel through which the Premiums may be paid.

## THE MORTGAGE and INVESTMENT AGENCY,

52, GRACECHURCH STREET, E.C.

Mr. R. Y. BARNES, Manager.

Solicitors for either Lenders or Borrowers may obtain information as to numerous securities in houses and land on which advances are required, and sums of money seeking investment. All securities bond fide, and accompanied with a reliable valuation.

## EQUITABLE REVERSIONARY INTEREST SOCIETY, 10, LANCASTER-PLACE, STRAND.

Established 1835. Capital £500,000.

This Society purchases reversionary property, life interests, and life policies of assurance, and grants loans on these securities.

Forms of proposal may be obtained at the office.

F. S. CLAYTON, } Joint  
C. H. CLAYTON, } Secretaries.

## THE LIVERPOOL and LONDON and GLOBE INSURANCE COMPANY.

Offices—1, Dale-street, Liverpool; 7, Cornhill; and Charing Cross, London.

|                                       |            |
|---------------------------------------|------------|
| The Invested Funds now amount to..... | £3,401,055 |
| The Fire Revenue to.....              | £36,816    |
| And that of the Life to.....          | 259,039    |

The moderate rates of premium, with a guaranteed fixed Bonus for the Life Policies of this Company, and their value as SPECIAL SECURITIES to third parties, render them particularly advantageous. Whole world leave is granted on reasonable terms, and claims are paid thirty days after admission.

JOHN ATKINS, Resident Secretary.

## ALBERT LIFE ASSURANCE COMPANY, 7, WATERLOO-PLACE, PALM-MALL. Established 1833. Subscribed Capital, Half-a-million sterling. Annual Income exceeds Three hundred thousand pounds.

INVALID LIFE DEPARTMENT.—In addition to the advantages usually offered by other Life Assurance Offices, the Albert Assurance Company possesses a feature of peculiar interest to the public. From accurately-constructed tables of the risk attendant upon disease, it is enabled to assure, upon equitable terms, lives that, either from organic disease or other causes, are not accepted by other offices.

HEALTHY LIVES.—Assurances are effected, at home and abroad, on healthy lives, applicable to every life contingency, at as moderate rates as the most recent data will allow. The premiums can be paid yearly, half-yearly, or quarterly.

INDIAN BRANCH.—Premiums for India (both civil and military) have been computed on the actual results of European life in that dependency, extending over the East India Company's experience, and will be found generally lower than those of other companies.

FRANK EASUM, Secretary.

## SOVEREIGN LIFE ASSURANCE COMPANY,

Founded 1845,

and empowered by Special Act of Parliament.

TRUSTEES.

THE EARL OF SHREWSBURY & TALBOT, C.B., &c., &c.  
SIR CLAUDE SCOTT, BART. | HENRY POWNALL, Esq.  
Annual Income, £120,000.

The principal features of the Office are

LIFE ASSURANCE FOR ALL AGES AT MODERATE RATES.

ANNUITIES GRANTED ON THE MOST LIBERAL TERMS.

ENDOWMENTS FOR CHILDREN.

ADVANCES MADE ON FREEHOLD, LEASEHOLD, REVERSIONARY, AND FIRST CLASS PERSONAL SECURITY.

Prospectuses, Forms, and every information can be obtained on application to

GEORGE J. ROW, CITY MANAGER,  
110, Cannon Street, E.C.

ACTIVE AGENTS WANTED.

## COLONIAL INVESTMENTS.—THE CEYLON COMPANY (LIMITED) are prepared to effect Investments on Mortgage in Ceylon and Mauritius, with or without their guarantee, as may be desired. For further particulars application to be made at the office of the Company, Palmerston-buildings, Old Broad-street, London.

By order,

R. A. CAMERON, Secretary.

## DEBENTURES at 5, 5½, and 6 per Cent. CEYLON COMPANY (LIMITED). Subscribed Capital, £750,000.

DIRECTORS.

LAWFORD AGLAND, Esq., Chairman.

Major General Henry Pelham Burn.

Harry George Gordon, Esq.

George Ireland, Esq.

Duncan James Kay, Esq.

Stephen F. Kennard, Esq.

P. F. Robertson, Esq., M.P.

Manager—C. J. BRAINE, Esq.

The Directors are prepared to issue Debentures on the following terms viz. 1.—For one year at 5 per cent., for 3 years at 5½, and for 5 years and upwards at 6 per cent. per annum.

Applications for particulars to be made at the office of the Company Palmerston-buildings, Old Broad-street, London.

By order,

R. A. CAMERON, Secretary.

PROCESS SERVER.—W. PARTON, 58, GEORGE'S-ROAD, HOLLOWAY, N. Writes, Citations, Summonses, Subpoenas, &c., served. Inquiries made in town or country. Instructions by post attended to forthwith. References to some of the first houses in London.



**ORIENTAL BANK CORPORATION.**

Incorporated by Royal Charter, 30th August, 1861.

Paid-up Capital £1,500,000; Reserved Fund, £441,000.

**COURT OF DIRECTORS.****CHAIRMAN—HARRY GEORGE GORDON, Esq.,****DEPUTY-CHAIRMAN—WILLIAM SCOTT BINNEY, Esq.,**

James Blyth, Esq.

Duncan James Kay, Esq.

John Binney Key, Esq.

Alexander Mackenzie, Esq.

Lestock Robert Reid, Esq.

James Walker, Esq.

Charles J. F. Stuart, Esq., Chief Manager.

**BANKERS.**

The Bank of England; The Union Bank of London.

The Corporation grant drafts and negotiate or collect bills payable at Bombay, Calcutta, Madras, Pondicherry, Ceylon, Hong Kong, Shanghai, Yokohama, Singapore, Mauritius, Melbourne, and Sydney, on terms which may be ascertained at their office. They also issue circular notes for the use of travellers by the Overland Route.

They undertake the agency of parties connected with India, the purchase and sale of Indian securities, the safe custody of Indian Government paper, the receipt of interest, dividends, pay, pensions, &c., and the effecting of remittances between the above-named dependencies.

They also receive deposits of £100 and upwards, repayable at ten days notice, and also for longer periods, the terms for which may be ascertained on application at their office.

Office hours, 10 to 3; Saturdays, 10 to 2.

Threadneedle-street, London 1867.

**THE AGRA BANK (LIMITED).**

Established in 1833.—Capital, £1,000,000.

HEAD OFFICE—NICHOLAS-LANE, LOMBARD-STREET, LONDON.

**BANKERS.**

Messrs. GLYN, MILLS, CURRIE, &amp; Co., and BANK OF ENGLAND.

BRANCHES in Edinburgh, Calcutta, Bombay, Madras, Kurrachee, Agra, Lahore, Shanghai, Hong Kong.

CURRENT ACCOUNTS are kept at the Head Office on the terms customary with London bankers, and interest allowed when the credit balance does not fall below £100.

DEPOSITS received for fixed periods on the following terms, viz.:—  
At 5 per cent. per annum, subject to 12 months' notice of withdrawal.  
At 4 ditto ditto 6 ditto ditto.  
At 3 ditto ditto 3 ditto ditto.

EXCEPTIONAL RATES for longer periods than twelve months, particulars of which may be obtained on application.

BILLS issued at the current exchange of the day on any of the Branches of the Bank free of extra charge; and approved bills purchased or sent or collection.

SALES AND PURCHASES effected in British and foreign securities, in East India Stock and loans, and the safe custody of the same undertaken.

Interest drawn, and army, navy, and civil pay and pensions realised.

Every other description of banking business and money agency British and Indian, transacted.

J. THOMSON, Chairman.

**ESTATES SURVEYED, MAPPED, and VALUED**

by Mr. A. M. DUNLOP, Surveyor and Land Agent, 1, Westminster-church, Victoria-street, Westminster, and at Aston, Preston Brook, Cheshire.

**MESSRS. DEBENHAM, TEWSON & FARMER'S**

APRIL LIST OF ESTATES and HOUSES, including landed estates, town and country residences, hunting and shooting quarters, farms, ground-rents, rent-charges, house property, and investments generally, may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or by post for one stamp. Particulars for insertion in the May List must be received by the 25th April at latest.

By Order of Trustees.—Seymour-street, Tottenham-court-road, and Kentish-town.—A Capital Family Mansion, two well-situate Shops and Premises, and a convenient moderate-sized House.

**MESSRS. DEBENHAM, TEWSON, & FARMER**

will SELL at the Mart, on Tuesday, April 28, at Two, in Three Lots, the spacious FAMILY MANSION, No. 7, Seymour-street; let to Admiral Sir Thomas Hastings, Bart., for about 13 years unexpired, at £300 per annum; held for 53 years to run at £11 per annum. The two capital Houses and Shops, with workshops, stables, &c., in the rear, Nos. 255 and 256, Tottenham-court-road; both let on lease, and producing £13s 10s. a-year; held for about 29 years to run at a ground-rent of £8; and the convenient Family Residence, No. 10, Fitzroy-place, Kentish-town; let for seven years, from 1864, at £30 per annum, and held for 78 years from 1799 at £6 6s. a-year.

**Particulars of**

Messrs. LONGMORE, SWORDER, and LONGMORE, Solicitors,

Hertford;

Messrs. MASON, STUART, and MASON, Solicitors, 7, Gresham-

street, E.C.;

Messrs. NICHOLLI, BURNETT, and NEWMAN, Solicitors, 8,

Howard-street, Norfolk-street, W.C.;

Messrs. TAYLOR and SON, Solicitors, Field-court, Gray's-inn,

W.C.;

and of the Auctioneers, 56, Cheapside.

By order of the Mortgagee.—A truly capital Leasehold Investment, arising from premises situate in Upper William-street, High-street, Portland-town, a short distance from a station on the Metropolitan and St. John's-wood Railway; comprising two dwelling-houses with shops, Nos. 37 and 38, Upper William-street, each let at £37 per annum, but worth £40; a ground-rent of £25 per annum, abundantly secured on the substantial building known as Belcher's Granaries, forming No. 28a, Upper William-street, and a Rent of £15 per annum, secured on a stone and statutory mason's yard and workshops adjoining, underleased for the whole term; total £114 per annum; held by one lease for an unexpired term of 54 years, at the purely nominal ground-rent of £2 per annum.

**M. R. ROBINS will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on THURSDAY, APRIL 23, at TWO precisely, in One Lot, the above described eligible INVESTMENT, by order of a Mortgagee under a power of sale.**

May be viewed, and particulars had on the premises; of W. H. DUNSTER, Esq., Solicitor, 3, Henrietta-street, Cavendish-square, W.;

at the Mart; and of Mr. ROBINS, No. 5, Waterloo-place, Pall-mall, S.W. (Sale No. 13,469.)

Freehold Ground Rents, amounting to £20 per annum, separately reserved, and most amply secured on four excellent residences, Nos. 13, 15, 17, and 19, Sydney-street, Fulham-road, Chelsea, S.W., with reversion, in 56 years from Midsummer next, to a rack rental of £186 per annum, which it is estimated should be £230.

**M. R. ROBINS will SELL the above at the MART, Tokenhouse-yard, E.C., on THURSDAY, APRIL 23, at TWO precisely, in One Lot.**

Particulars on the premises; of W. H. DUNSTER, Esq., Solicitor, 3, Henrietta-street, Cavendish-square, W.;

and of Mr. ROBINS, 5, Waterloo-place, Pall-mall, S.W. (Sale No. 13,470.)

Kilburn, a short distance from the railway station.—An estate of 16 well built and commodious Houses, situate in Denmark-road, adjacent to the Cambridge and Canterbury-roads, a rapidly advancing and improving locality. 11 of the houses are let at £33 and £34 each, and five are in hand. Held by eight leases, from the Ecclesiastical Commissioners, for an unexpired term of 99 years, at five guineas per house ground rent.

**M. R. ROBINS will SELL the above by AUCTION, at the MART, on THURSDAY APRIL 23, at TWO o'clock, in Eight Lots.**

Particulars on the premises; of W. H. DUNSTER, Esq., Solicitor, 3, Henrietta-street, Cavendish-square, W.;

at the Mart, E.C.; and of Mr. ROBINS, 5, Waterloo-place, Pall-mall, S.W. (Sale 13,473.)

Pimlico.—A particularly sound and improving Investment, comprising Five remarkably well-built Residences of attractive appearance, Nos. 10, 12, 13, 14, and 16, Chichester-street, near Lupus-street, Pimlico, let to excellent tenants at £25 and £30 per annum (No. 14 with possession); lease 70 years. Ground-rents £9 each.

**M. R. ROBINS will SELL the above by AUCTION, at the MART, on THURSDAY, APRIL 23rd, at TWO o'clock, in five lots.**

Particulars of Messrs. LEWIS & SONS, 7, Wilmington-square, W.C.; at the Mart; and of Mr. ROBINS, 5, Waterloo-place, Pall-mall, S.W. (Sale 13,472.)

Charing-cross.—A Net Profit Rental of £75 per annum, most amply secured on the capital Business Premises, No. 25, Villiers-street Stand, close to the Charing-cross Railway Terminus. Held for 36 years from Christmas 1863, and underlet on a repairing lease for the entire term.

**M. R. ROBINS will SELL the above by AUCTION, at the MART, on THURSDAY APRIL 23, at TWO.**

Particulars as in preceding Advertisements. (Sale 13,472.)

New Malden, near Kingston, Surrey.—For Occupation or Investment.

—A semi-detached Villa Residence, of handsome elevation, distinguished as Howard-villa, situate in the Coombe-road, New Malden. Lease 96 years; ground-rent £6 10s. Also a pair of very desirable semi-detached Villa Residences, viz. Nos. 1 and 2, Malden-villas, each let at £28 per annum, tenants repairing. Lease 87 years, ground-rent £6 each.

**M. R. ROBINS will SELL the above by AUCTION, at the MART, on THURSDAY, APRIL 23, at TWO o'clock, in Two Lots.**

Particulars as in preceding advertisement but one. (Sale 13,472.)

**PERIODICAL SALES (Established 1843) of Abso-**

lute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentations, Manorial Rights, Rent Charges, Post Obit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings.

Mr. MARSH begs to announce that his PERIODICAL SALES (Established 1843) for the disposal of every description of the above-mentioned PROPERTY, take place on the FIRST THURSDAY in Every Month.—Auction, Land, and Estate Agency Offices, 54, Cannon-street, London, E.C.

**M. R. CHARLES FURBER** begs to announce that he is prepared to treat, on advantageous terms, for the SALE (either by public auction or private treaty) of FREEHOLD and LEASEHOLD PROPERTIES, reversions, annuities, advowsons, furniture, stocks in trade, and every description of property. Valuations made for all purposes, railway compensations assessed, rents collected, money obtained on mortgage or advanced on bills of sale; houses of furniture also purchased, and every description of business connected with the profession undertaken.

The fullest particulars may be obtained at the Auction, Estate, and House Agency Office, 22, Chancery-lane, W.C.